



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Stacy Kinder, Mayor
Dan Presson, Ward 1
Tameka Randle, Ward 2
Nate Thomas, Ward 3
David J. Cantrell, Ward 4
Ryan Essex, Ward 5
Mark Bliss, Ward 6

City Council Chambers
City Hall
44 N. Lorimier St

Agenda Documents, Videos
Minutes, and Other Information:
www.cityofcape.org/citycouncil

January 6, 2025
5:00 PM

**Due to inclement weather, the City Council will hold the meeting via Zoom online platform.
Instructions to attend are found at www.cityofcape.org/council**

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Monday, January 6, 2025, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Fr. John Harth, Cape Girardeau Police Chaplain

Pledge of Allegiance

Study Session

Presentations

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

Consent Agenda

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Cape Girardeau City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. Staff recommends approval of the Consent Agenda. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

1. Approval of the December 13, 2024, City Council Closed Session Minutes and the December 16, 2024, City Council Regular and Closed Session Minutes.
2. BILL NO. 24-140, an Ordinance approving the record plat of Ponder's Subdivision. Second and Third Readings.
3. BILL NO. 24-141, an Ordinance calling an election in the City of Cape Girardeau, Missouri, to elect a Council Member in Ward 5, designating the time of holding the election; authorizing and directing the City Clerk to give notice of the election. Second and Third Readings.
4. BILL NO. 24-142, an Ordinance amending Chapter 15 of the City Code by extending the one-half of one percent Transportation Sales Tax and reestablishing the City Transportation Trust Fund, and calling an election in the City of Cape Girardeau, Missouri, on the question whether to approve the sales tax extension; designating the time of holding the election; authorizing and directing the City Clerk to give Notice of the Election. Second and Third Readings.
5. BILL NO. 25-01, a Resolution authorizing the City Manager to execute an Agreement with Acme Constructors, Inc. for the Cape Rock Water Treatment Plant Lime System and Chemical Feed Improvements. Reading and Passage.
6. Accept the Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the 2024 Asphalt Overlay Program.
7. Accept Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the Concrete Street Repair 2023.
8. Accept the Improvements and Authorize Final Payment to Insituform Technologies USA, LLC for the Cured-In Place Pipe project.

Items Removed from Consent Agenda

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

Individuals who wish to make comments regarding the item must be recognized by the Mayor/Mayor Pro Tempore. Each speaker is allowed 3 minutes and must stand at the public microphone and state his/her name and address for the record. The timer will buzz at the end of the speaker's time.

9. BILL NO 25-02, an Ordinance authorizing the City Manager to execute the Second Amendment to Settlement Agreement and Release of All Claims between the City of Cape Girardeau, and James L. Drury, deceased, by and through Diane Drury-Janet and Midamerica Hotels Corporation. First Reading. P&R-Doug Gannon
10. BILL NO 25-03, an Ordinance authorizing the City Manager to execute an agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex. First Reading. P&R-Doug Gannon
11. BILL NO. 25-04, an Ordinance accepting Permanent Drainage Easements and Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, in the City of Cape Girardeau, Missouri. PW - Casey Brunke

12. BILL NO. 25-05, an Ordinance approving the record plat of Weston Subdivision. First Reading. DEV - Ryan Shrimplin
13. BILL NO. 25-06, an Ordinance approving the record plat of Midamerica Crossings Fourth Subdivision. First Reading. DEV - Ryan Shrimplin
14. BILL NO. 25-07, an Ordinance amending Schedule F of Section 26-289 of the City Code related to No Parking Zones at various locations, in the City of Cape Girardeau, Missouri. First Reading. DEV -Trevor Pulley

Appointments

Other Business

Appearances regarding items not listed on the agenda.

This is an opportunity for the City Council to listen to comments regarding items not listed on the agenda. The Mayor may refer any matter brought up to the City Council to the City Manager if action is needed. Individuals who wish to make comments must first be recognized by the Mayor or Mayor Pro Tempore. Each speaker is allowed 3 minutes. Please face and speak directly to the City Council as a whole. The Mayor and Council Members will not engage or answer questions during the speaker's time at the podium. The timer will sound at the end of the speaker's time.

Meeting Adjournment

Closed Session

The City Council of the City of Cape Girardeau, Missouri, may, as a part of a study session or regular or special City Council meeting, vote to hold a closed session to discuss issues listed in RSMo. Section 610.021, including but not limited to: legal actions, causes of legal action or litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, personnel issues, or confidential or privileged communications with its attorneys.

Future Appointments and Memos

- Appointments to the Tree Board

Staff: Traci Weissmueller, Deputy City
Clerk
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the December 13, 2024, City Council Closed Session Minutes and the December 16, 2024, City Council Regular and Closed Session Minutes.

ATTACHMENTS:	
Name:	Description:
DROP-DOWN_Council.RegularSession_Minutes.12-16-2024.docx	Council Minutes Regular 12-16-1024

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 16, 2024 MM-117

STUDY SESSION – December 16, 2024

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, December 16, 2024, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

REGULAR SESSION –December 16, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, December 16, 2024, starting at 5:59 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

ADOPTION OF THE AGENDA

A Motion was made by Dan Presson, Seconded by Mark Bliss, to approve and adopt the agenda. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

CONSENT AGENDA

Approval of the December 2, 2024, city council regular session minutes.

BILL NO. 24-134, an Ordinance authorizing the City Manager to execute a Cooperation Agreement with the Cape Girardeau Public Library regarding Insurance for Library employees and authorizing certain actions by City Officials. Second and Third Readings.

BILL NO. 24-135, a Resolution authorizing the City Manager to execute an Agreement with Visu-Sewer of Missouri, LLC for the Floodwall Toe Drain Inspection Project. Reading and Passage.

BILL NO. 24-136, a Resolution authorizing the City Manager to execute an Agreement with Riverside Roofing Company, LLC, for the Mill and Merriwether Pump Stations – New Roofs project. Reading and Passage.

BILL NO. 24-137, a Resolution authorizing the City Manager to execute an Agreement with Loyd Slinkard Painting Co. Inc. for the Floodwall Pedestrian and Railroad Gates Painting Project. Reading and Passage.

BILL NO. 24-138, a Resolution authorizing the City Manager to execute a Release of Lien for property located at 1434 Bessie Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 16, 2024 MM-118

BILL NO. 24-139, a Resolution authorizing the City Manager to execute the Second Amendment to Transportation Project Agreement with South K Transportation Development District and South K, Inc., for transportation improvements within the South K Transportation Development District. Reading and Passage.

Acceptance of the improvements to serve the South Side Village Subdivision.

Accept water and sanitary sewer main improvements to serve the Cape County EOC located at 3555 Veterans Memorial Drive.

Acceptance of the sanitary sewer main to serve the Rhodes 101 at 2146 William Street.

A Motion was made by Tameka Randle, Seconded by Ryan Essex, to approve and adopt. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-134 will be Ordinance NO. 5807; BILL NO. 24-135 will be Resolution NO. 3636; BILL NO. 24-136 will be Resolution NO. 3637; BILL NO. 24-137 will be Resolution NO. 3638; BILL NO. 24-138 will be Resolution NO. 3639; and BILL NO. 24-139 will be Resolution NO. 3640;

NEW ORDINANCES

BILL NO. 24-140, an Ordinance approving the record plat of Ponder's Subdivision. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Mark Bliss, Seconded by Nate Thomas, to approve. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-141, an Ordinance calling an election in the City of Cape Girardeau, Missouri, to elect a Council Member in Ward 5, designating the time of holding the election; authorizing and directing the City Clerk to give notice of the election. First Reading.

A Motion was made by Mark Bliss, Seconded by Tameka Randle, to approve. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-142, an Ordinance amending Chapter 15 of the City Code by extending the one-half of one percent Transportation Sales Tax and reestablishing the City Transportation Trust Fund, and calling an election in the City of Cape Girardeau, Missouri, on the question whether to approve the sales tax extension; designating the time of holding the election; authorizing and directing the City Clerk to give Notice of the Election. First Reading.

A motion was made by David Cantrell Seconded by Nate Thomas to approve.

A motion was made by Stacy Kinder, Seconded by Dan Presson, to amend the ordinance to include that the sales tax shall provide revenue for the Transportation Trust Fund 7. The amending Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas. The original Motion as amended passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 16, 2024 **MM-119**

APPOINTMENTS

Appointments to the Semo Redi Board of Directors

A Motion was made by Mark Bliss, Seconded by Dan Presson, to appoint Stacy Kinder and Dr. Kenneth Haskin to the Semo Redi Board of Directors for terms expiring December 31, 2025. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

MEETING ADJOURNMENT

A Motion was made to adjourn to closed session, pursuant to RSMo. 610.021 (2), by Dan Presson, Seconded by Ryan Essex. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

The regular session ended at 6:09 pm.

Stacy Kinder, Mayor

Traci Weissmueller, Deputy City Clerk



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Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

24-226

SUBJECT

An Ordinance approving the record plat of Ponder's Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot single-family residential subdivision at 23 North West End Boulevard and 1419 Whitener Street.

BACKGROUND/DISCUSSION

A record plat has been submitted for Ponder's Subdivision, located at 23 North West End Boulevard and 1419 Whitener Street. The properties are zoned R-3 (High Density Single-Family Residential). The plat reconfigures two residential lots to create two new lots. The plat shows a variance for a reduced lot area for Lot 2. Staff supports the variance because the plat is intended to eliminate a driveway encroachment and a detached garage encroachment. Moving the lot line to eliminate the encroachments will benefit both property owners. In addition, the plat shows an exception for the omission of the required 10-foot utility easement along the rear lot lines of Lots 1 and 2. Staff supports the exception because there are no existing or proposed utilities within the areas where the easement is required.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its August 14, 2024 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
24-140-RP_Ponders_Sub.doc	Ordinance
Staff_Review_Referral_Action_Form.pdf	Ponder's Subdivision - Staff RRA Form
Map_-_Ponder_s_Subdivision.pdf	Ponder's Subdivision - Map
Application_-_Ponder_s_Subdivision.pdf	Ponder's Subdivision - Application
S24059.pdf	Ponder's Subdivision - Record Plat

BILL NO. 24-140

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE
RECORD PLAT OF PONDER'S SUBDIVISION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The record plat of Ponder's Subdivision, being a resubdivision of Lot 1, Block 3 of Russell & Whiteners Addition, as Recorded in Plat Book 2, at Page 22 in the Land Records of the Recorder's Office and Being a Part of Outlot No. 41, United States Private Survey No. 2199, Township 30 North, Range 14 East of the Fifth Principal Meridian, City and County of Cape Girardeau, State Of Missouri, submitted by Paul S. Ponder and Robert I. and Brenda L. Houchins, bearing the certification of R. Christopher Bowen, a Registered Land Surveyor, dated the 6th day of November, 2024, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



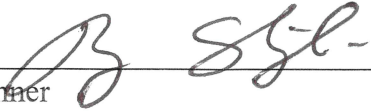
CITY OF CAPE GIRARDEAU, MISSOURI
City Staff Review, Referral and Action - Subdivision Application

FILE: **Ponder's Subdivision**

LOCATION: SW Corner of Whitener Street &
North West End Boulevard

STAFF REVIEW & COMMENTS:

A record plat has been submitted to reconfigure two (2) lots at the southwest corner of Whitener Street and North West End Boulevard. SEE STAFF REPORT FOR MORE DETAILS.



City Planner

7/30/24

Date

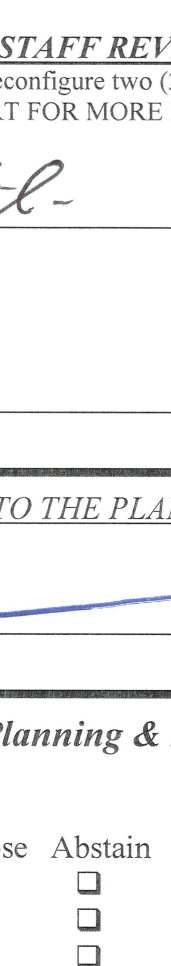


City Attorney

7/30/24

Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



City Manager

Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sommer McCauley-Perdue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



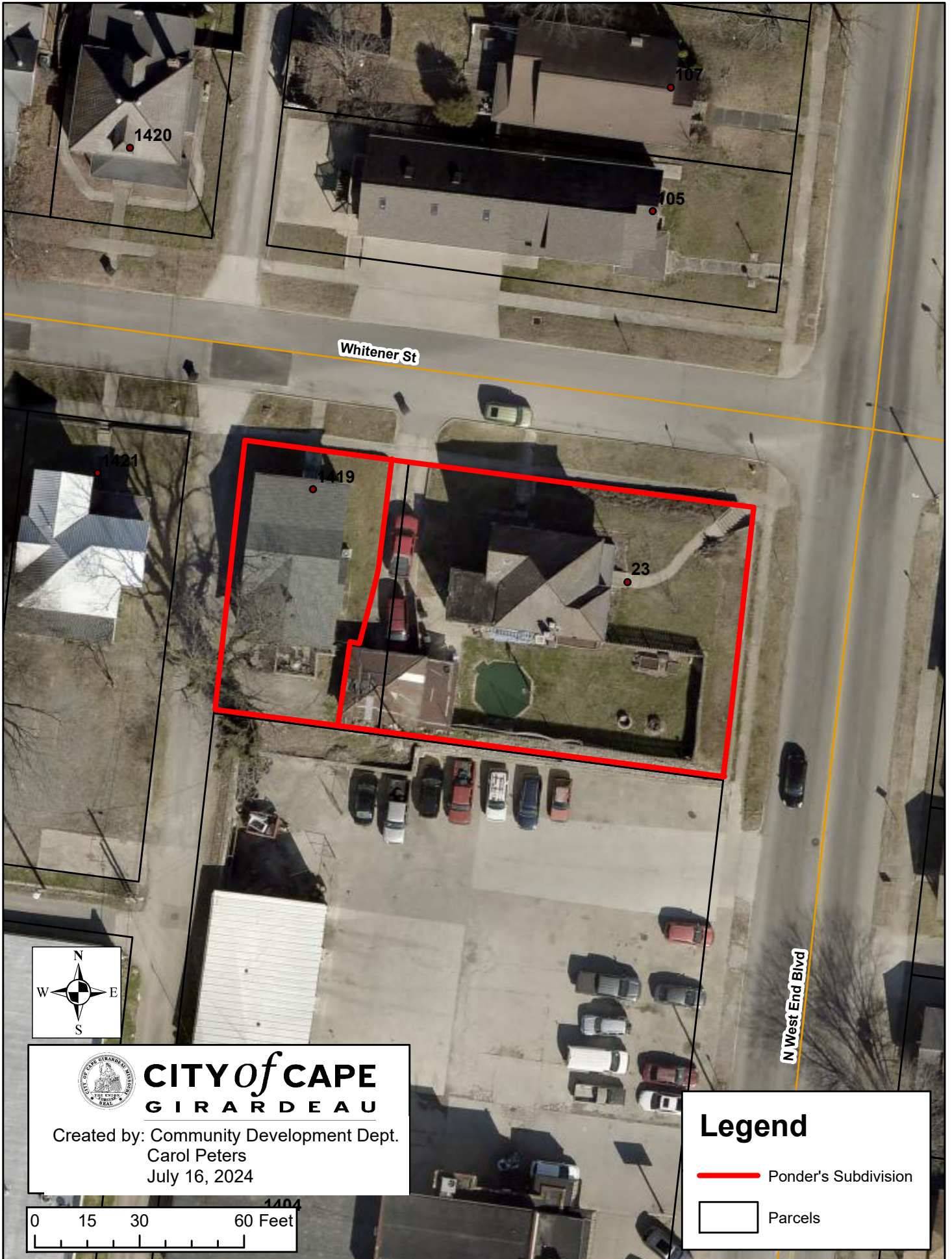
Chris Martin
Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

ORDINANCE # _____ Effective Date: _____

Ponder's Subdivision



Whitener St



N West End Blvd

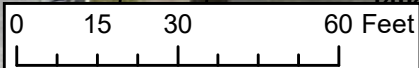


CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Carol Peters
July 16, 2024

Legend

-  Ponder's Subdivision
-  Parcels





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

Name of Subdivision PONDER'S SUBDIVISION		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant Paul Ponder		Property Owner of Record <input type="checkbox"/> Same as Applicant	
Mailing Address 23 N West End	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone 573-579-4174	Email paul@mobeer.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Paul Ponder		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Bowen Engineering & Surveying		Developer (if other than Applicant)	
Mailing Address 2121 Megan Drive	City, State, Zip Cape Girardeau, MO	Mailing Address	City, State, Zip
Telephone 573-339-5900	Email chriskelley@bowenengsurv.com	Telephone	Email

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more information.

In addition to this completed application form, the following items must be submitted:

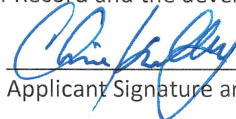
- Review Fee (payable to City of Cape Girardeau)
\$21.00 per lot (**\$210.00 minimum**)
- Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)
- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

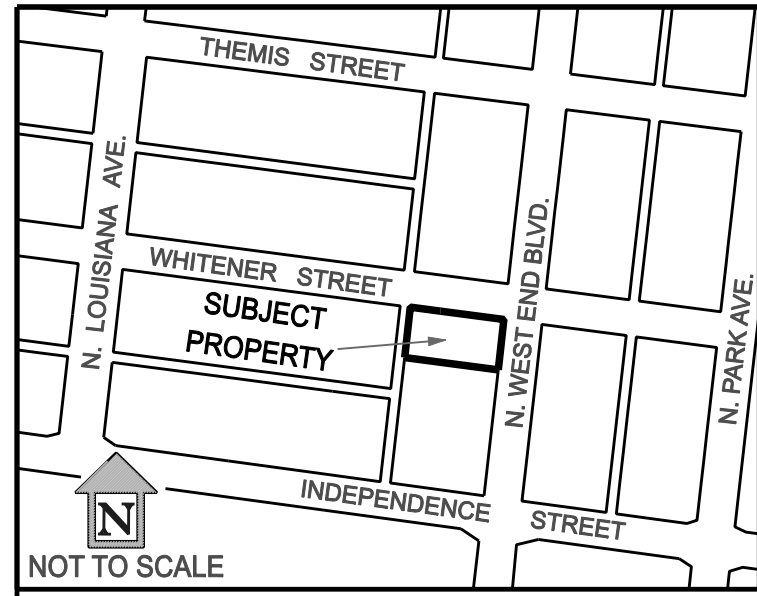
CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

 CHRIS KELLEY
 Applicant Signature and Printed Name

07/15/2024
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>7-15-24</u>		<u>15518</u>	
Review Fee Received \$	Recording Fee Received \$	<input checked="" type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
<u>220</u>	<u>46</u>	<u>31397</u>	
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date



RECORD PLAT PONDER'S SUBDIVISION

A Resubdivision of Lot 1, Block 3 of Russell & Whiteners Addition,
as Recorded in Plat Book 2, at Page 22 in the Land Records of the Recorder's Office
and Being a Part of Outlot No. 41, United States Private Survey No. 2199,
Township 30 North, Range 14 East of The Fifth Principal Meridian,
City and County of Cape Girardeau, State Of Missouri

SURVEY NOTES:

This Survey Creates A New 2 Lot Subdivision From
The Parent Tracts Recorded In Document No. 2013-02666,
Document No. 2019-00097, and Document No. 2024-08471

Measured Dimensions Shown Without Parentheses
Deed Or Record Dimensions Shown With Parentheses

Basis Of Survey Datum - Nad83, M.S.P.C. Zone 2401 East
CORS Station MOJK Of The MoDOT GPS RTK Network

Latitude 37° 24' 44.45840" North
Longitude 89° 39' 00.22115" West
Ellipsoid Height 384.012 U.S. Survey Feet
Northing 575,957.276 U.S. Survey Feet
Easting 1,067,059.319 U.S. Survey Feet
Elevation 476.96 U.S. Survey Feet

As Published On National Geodetic Data Sheets,
Retrieval Date December 28, 2023 And Converted
From Meters To U.S. Survey Feet.

Survey Class - Urban

A Variance is Shown for the Reduced Lot Area for Lot 2.

An Exception is Shown for the Omission of the Required 10-Foot
Utility Easement Along the Rear Lot Lines of Lots 1 and 2.

REFERENCES:

Russell & Whiteners Addition, Plat Book No. 2, Page No. 22

Missouri Special Warranty Deed, Doc. No. 2013-02666 (Subject)
General Warranty Deed, Doc. No. 2019-00097 (Subject)
General Warranty Deed, Doc. No. 2024-08471 (Subject)
General Warranty Deed, Book No. 420, Page No. 626 (Adjoiner)
Ingress-Egress Easement, Book No. 134, Page No. 461
Release and Termination of Easement, Doc. No. 2024-08470

Online Mapping Records For Cape Girardeau, County,
<https://maps.camavision.com/capegirardeaumo>

ZONING AND LOT INFORMATION:

Zoning: R-3, High Density Single-Family Residential
Maximum Height: 2 - 1/2 Stories not to Exceed 35 feet
Minimum Lot Area: 5,000 Square Feet
Minimum Lot Width: Thirty (30) Feet
Minimum Yard Requirements:
Front Yard - Twenty (20) Feet
Rear Yard - Twenty (20) Feet
Side Yard - Three (3) Feet

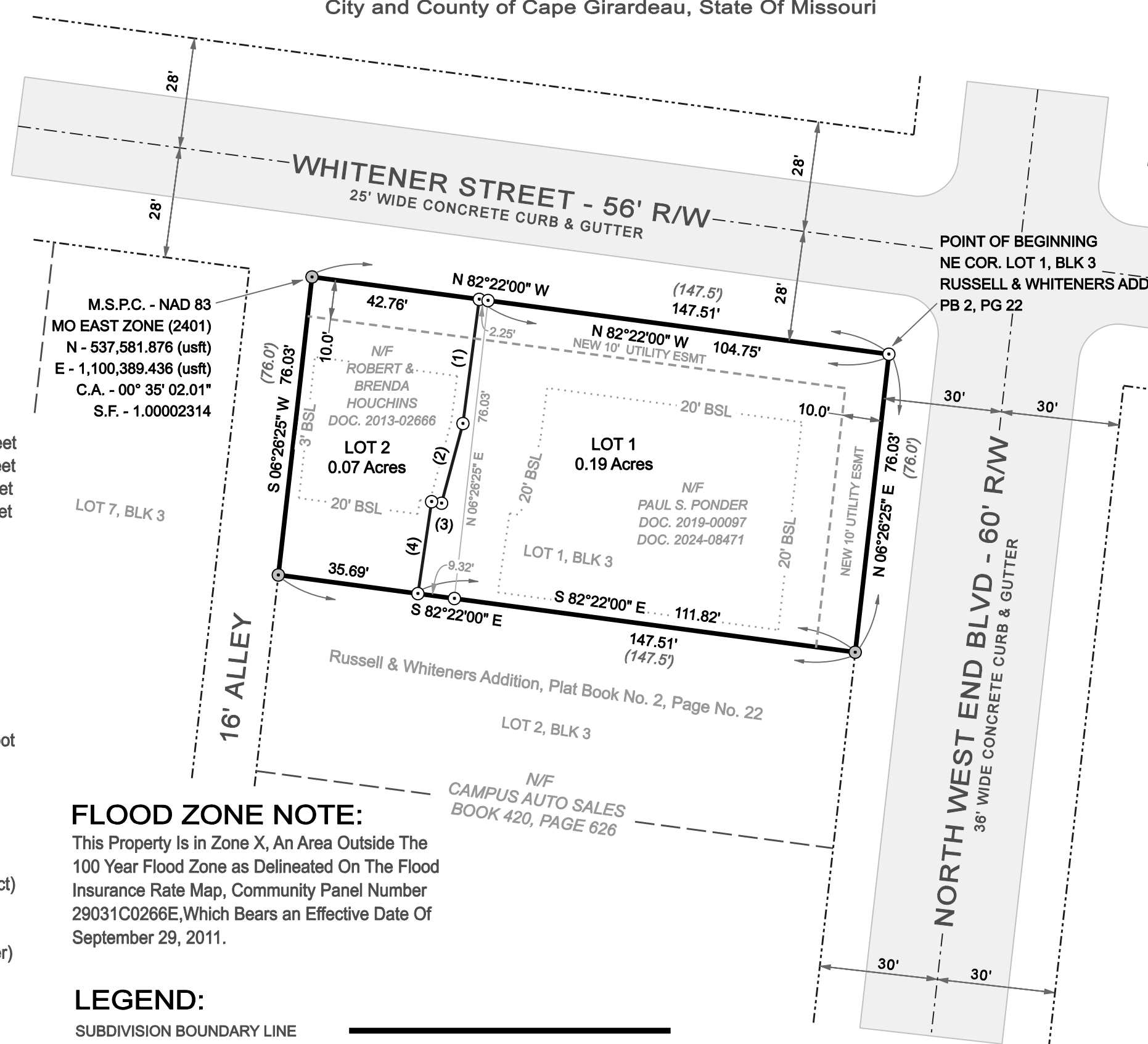
The Above Requirements Apply to Single-Family Uses with Side Yards
less than Fifteen (15) Feet in Width.

Lot 1 Side (South) Setback is 3 Feet
Lot 2 Front (North) Setback is 20 Feet
Lot 2 Side (East) Setback is 3 Feet

Number of Lots = 2
Lot 1 - 0.19 Acres (8,173 sq. ft.)
Lot 2 - 0.07 Acres (3,041 sq. ft.)
Total Area of Subdivision - 0.26 Acres (11,214 sq. ft.)

SURVEY MONUMENT NOTES:

- ⊙ - FOUND 1/2" IRON PIN (AS NOTED)
- - SET 1/2" IRON PIN



FLOOD ZONE NOTE:

This Property Is in Zone X, An Area Outside The
100 Year Flood Zone as Delineated On The Flood
Insurance Rate Map, Community Panel Number
29031C0266E, Which Bears an Effective Date Of
September 29, 2011.

LEGEND:

SUBDIVISION BOUNDARY LINE	
NEW LOT LINE	
EXTERNAL PROPERTY LINE	
NEW UTILITY EASEMENT LINE	
CENTERLINE	
RIGHT OF WAY LINE	
BUILDING SETBACK LINE	
LOT LINE TO BE ELIMINATED	

LINE DIMENSION TABLE

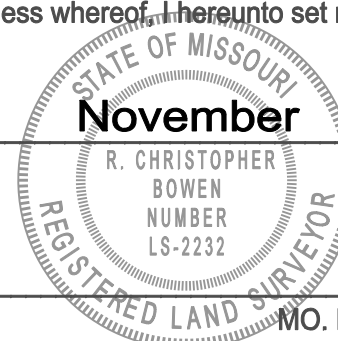
NO.	BEARING	DISTANCE
1	S 07°27'58" W	31.77'
2	S 15°00'24" W	20.91'
3	N 81°10'26" W	2.55'
4	S 08°27'20" W	23.57'

SURVEYOR'S CERTIFICATION

This is to certify that at the request of Paul S. Ponder, the tracts
shown hereon were surveyed under my direct supervision, and the results of said
survey are represented correctly on this plat. Said survey was executed in accordance
with the current minimum standards for property boundary surveys of the Missouri
Department of Agriculture, Division of Weights and Measures. There may exist
other documents that could affect this parcel, of which an accurate and current
title search may disclose. In witness whereof, I hereunto set my seal and signature;

This **6h** Day of **November**, 2024 A.D.

R. Christopher Bowen



MO. PLS #2232

SUBDIVISION DEDICATION

The Undersigned, Paul S. Ponder, a Married Person having sole and separate ownership of property,
and Robert I. Houchins and Brenda L. Houchins, Husband and Wife, the Owners of All of Lot 1,
Block 3 of Russell & Whiteners Addition, as Recorded in Plat Book 2, at Page 22 in the Land Records
of the Recorder's Office and Being a Part of Outlot No. 41, United States Private Survey No. 2199,
Township 30 North, Range 14 East of the Fifth Principal Meridian, City and County of Cape Girardeau,
State of Missouri, Being More Particularly Described as Follows:

Beginning at a 1/2" Iron Pin (Set) at the Northeast Corner of Lot 1, Block 3 of said Russell & Whiteners
Addition, also being the intersection of the South Right of Way line of Whitener Street and the West
Right of Way line of North West End Boulevard; Thence N 82° 22' 00" W, 147.51 feet along the North
line of said Lot 1 to a 1/2" Iron Pin (Found) at the Northwest Corner thereof; Thence S 06° 26' 25" W,
76.03 feet along the West line of said Lot 1 to a 1/2" Iron Pin (Found) at the Southwest corner thereof;
Thence S 82° 22' 00" E, 147.51 feet, along the South line of said Lot 1 to a 1/2" Iron Pin (Found) at the
Southeast corner thereof also being on the West Right of Way line of North West End Boulevard;
Thence N 06° 26' 25" E, 76.03 feet along said West line to the Point of Beginning containing 0.26
acres, more or less.

Hereby declare that we have caused said land to be subdivided into lots as shown hereon, which
is a true and correct representation of said subdivision, which is hereby named Ponder's Subdivision.
The new utility easements shown hereon are hereby granted to the City of Cape Girardeau, Missouri,
in perpetuity for public purposes, including the installation, maintenance, repair, replacement, and
expansion of City water and sewer systems, and as may be authorized by said City to be used by a
public or private utility provider for purposes related to the installation, maintenance, repair,
replacement, and expansion of such utility systems.

Paul S. Ponder

Robert I. Houchins

Brenda L. Houchins

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss

Before Me, a Notary Public for Said State and County, Personally Appeared Paul S. Ponder, a Married
Person having sole and separate ownership of property, Known to Me to Be the Person Described
Herein, Who Acknowledged That He Executed the Foregoing Instrument as His Free Act and Deed.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official
Seal This _____ Day Of _____, 2024 A.D.

Notary Public My Term Expires

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss

Before Me, a Notary Public for Said State and County, Personally Appeared Robert I. Houchins and
Brenda L. Houchins, Husband and Wife, Known to Me to Be the Persons Described Herein, Who
Acknowledged That They Executed the Foregoing Instrument as Their Free Act and Deed.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official
Seal This _____ Day Of _____, 2024 A.D.

Notary Public My Term Expires

I, _____, City Clerk of The City of Cape Girardeau, Missouri,
Hereby Certify That This Plat Was Approved By The City Council of The City of Cape Girardeau,
Missouri By Ordinance No. _____ Passed and Approved,
This _____ Day Of _____, 2024 A.D.

City Clerk of the City of Cape Girardeau, Missouri

FILED FOR RECORD

State of Missouri)
County of Cape Girardeau) ss

Filed For Record This _____ Day of _____, 2024 A.D.
and Duly Recorded in Document No. _____.

Andrew David Blattner, Cape Girardeau County Recorder of Deeds

2121 Maple Pike
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengr.com

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ENGINEERING & SURVEYING

Consulting Engineers • Land Surveyors • Testing Laboratories

Bowen Engineering & Surveying, P.C.
Engineering Corporation - Missouri State Certificate of Authority #000383
Land Surveying Corporation - Missouri State Certificate of Authority #000166

PAUL S. PONDER
23 N. WEST END BLVD.
CAPE GIRARDEAU, MO 63701

DESCRIPTION	DATE

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Bowen Engineering & Surveying, P.C.

JOB NO.	S24-059
DATE	NOV. 06, 2024
FILE	S24059.DGN
CAICE	S24059.ZIP
DWN BY	RWB
CKD BY	CCK
SCALE	1" = 30'

RECORD
PLAT

SHEET NO.
1 of 1

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

24-227

SUBJECT

Ordinance calling a special general election on April 8, 2025, to fill the City Council Ward 5 position.

EXECUTIVE SUMMARY

On September 28, 2024, Ward 5 Council Member Rhett Pierce resigned his position creating a vacancy in the position of Ward 5 Council Member for the City of Cape Girardeau. It is necessary to call a special election to fill this position to serve the remainder of that term.

BACKGROUND/DISCUSSION

On September 28, 2024, Ward 5 Council Member Rhett Pierce resigned his position creating a vacancy in the position of Ward 5 Council Member for the City of Cape Girardeau. Due to the vacancy, the Cape Girardeau City Charter requires the City Council to call a Special Election to fill the balance of the unexpired term, which is set to expire in April of 2028.

The filing period for this position ran from October 22, 2024, through November 19, 2024. Two people filed a sufficient petition to run for the Ward 5 City Council position. A primary election will not be required. Therefore, it is necessary to call a special general election for April 8, 2025. The deadline to give notice to place an issue on the April 8 election ballot is January 28, 2025.

STAFF RECOMMENDATION

It is recommended that the City Council consider the attached ordinance calling a special City Council election on April 8, 2025, to fill the vacant City Council Ward 5 position.

ATTACHMENTS:

Name:	Description:
24-141_Ward_5_Special_Election.ord.docx	Ordinance

BILL NO. 24-141

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF CAPE GIRARDEAU, MISSOURI, TO ELECT A COUNCIL MEMBER IN WARD 5; DESIGNATING THE TIME OF HOLDING THE ELECTION; AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ELECTION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. An election is hereby ordered to be held in the City of Cape Girardeau, Missouri, on Tuesday, April 8, 2025, to elect a Council Member to fill a vacancy in Ward 5 for the unexpired term of Council Member Rhett Pierce which term expires on April 2028.

ARTICLE 2. The form of the notice of election for the election, a copy of which is hereby attached and made a part hereof, is hereby approved.

ARTICLE 3. The City Clerk is hereby authorized and directed to notify the County Clerk of Cape Girardeau County, Missouri, of the passage of this ordinance no later than 5:00 o'clock P.M. on January 28, 2025, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115, Missouri Revised Statutes, as amended.

ARTICLE 4. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



NOTICE OF ELECTION

CITY OF CAPE GIRARDEAU, MISSOURI

Notice is hereby given to the qualified voters of the City of Cape Girardeau, Missouri, that, pursuant to Article VII of its Charter, the City of Cape Girardeau has called an Election to be held in the City on Tuesday, April 8, 2025, commencing at 6:00 A.M. and closing at 7:00 P.M. on that day. The following is a sample of the ballot to be used at the General Election:

CITY OF CAPE GIRARDEAU
OFFICIAL BALLOT
FOR WARD 5 COUNCIL MEMBER

Mark a cross (X) mark in the box opposite the name of the candidate for whom you wish to vote.

FOR COUNCIL MEMBER -- WARD 5
(For a Term Expiring April 2028)

Eric "Red" Redinger

Bryan Johnson

The election will be held at the following polling places in the City:

WARD 5

POLLING PLACES

Precinct 5A.

Precinct 5B.

Precinct 5C.

Dated this _____ day of _____, 2025.

County Clerk of Cape Girardeau County,
Missouri

Staff: Jake Garrard, P.E., City Engineer
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

24-228

SUBJECT

An Ordinance providing for the extension of a sales tax in the amount of one-half of one percent (1/2 of 1%) for the purpose of providing revenues for transportation purposes and calling an election in the City of Cape Girardeau, Missouri, on the question of whether to extend such sales tax.

EXECUTIVE SUMMARY

The City of Cape Girardeau currently imposes a one-half of one percent (1/2 of 1%) sales tax for the purpose of providing revenues for transportation purposes. The sales tax is set to expire on December 31, 2025. This proposed ordinance re-imposes the sales tax set to expire, and calls for an election on April 8, 2025, for the purpose of approving that extension.

BACKGROUND/DISCUSSION

The Transportation Trust Fund (TTF) was first approved by voters in 1995 for TTF1. The tax was extended by voters in 2000 for TTF2; in 2005 for TTF3; in 2010 for TTF4; in 2015 for TTF5; and again in 2020. Over the life of TTF, the City has been able to accomplish some amazing projects. Several phases of Bloomfield Road, widening Mt. Auburn, Veterans Memorial Drive, Silver Springs, several phases of Sprigg, West End Boulevard, and Broadway are just a few of the streets completed via the TTF. Many maintenance projects have also been completed with TTF dollars.

The one-half of one percent (1/2 of 1%) sales tax is currently set to expire on December 31, 2025. The attached ordinance re-imposes the sales tax set to expire, and calls an election on April 8, 2025, for the purpose of approving that extension. The approval of the proposition will authorize the extension of this existing sales tax beyond its December 31, 2025 expiration date, but will not result in any increase in the amount of the tax.

STAFF RECOMMENDATION

City staff recommends that the City Council approve this ordinance providing for the extension of the one-half of one percent (1/2 of 1%) transportation sales tax which is currently set to expire on December 31, 2025, and calling an election in the City on that question on April 8, 2025.

BOARD OR COMMISSION RECOMMENDATION

The City Council, at the December 16, 2024, Council Meeting, amended the proposed Ordinance to add a sentence to the ballot language. "This sales tax shall provide revenue for the Transportation Trust Fund 7." The amended Ordinance is attached.

ATTACHMENTS:

Name:	Description:
24-142_TTF_Call_for_Election_2024.Ord_AMENDED.doc	AMENDED Ordinance
TTF-7_Committee_Recommended_Project_List_for_Council.pdf	TTF-7 Committee Recommended Project List
TTF_7_Master_Published_Map.pdf	Map of Streets

TTF-7_Final_Input_Results.pdf	Final input resultes
TTF-7_Public_Survey_Question_1_Results.pdf	TTF-7 Public Survey Question 1 Results

AN ORDINANCE AMENDING CHAPTER 15 OF THE CITY CODE BY EXTENDING THE ONE-HALF OF ONE PERCENT TRANSPORTATION SALES TAX AND REESTABLISHING THE CITY TRANSPORTATION TRUST FUND, AND CALLING AN ELECTION IN THE CITY OF CAPE GIRARDEAU, MISSOURI, ON THE QUESTION WHETHER TO APPROVE THE SALES TAX EXTENSION; DESIGNATING THE TIME OF HOLDING THE ELECTION; AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ELECTION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. An election is hereby ordered to be held in the City of Cape Girardeau, Missouri, on Tuesday, April 8, 2025, on the following question:

QUESTION

Shall the City of Cape Girardeau, Missouri, impose a sales tax of one-half of one percent for transportation purposes, such transportation sales tax extension to expire on December 31, 2030? This sales tax shall provide revenue for the Transportation Trust Fund 7.

ARTICLE 2. The form of the notice of election for the election, a copy of which is hereby attached and made part hereof, is hereby approved.

ARTICLE 3. The City Clerk is hereby authorized and directed to notify the County Clerk of Cape Girardeau County, Missouri, of the passage of this ordinance no later than 5:00 o'clock P.M. on January 28, 2025, and to include in the notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115, Missouri Revised Statutes, as amended.

ARTICLE 4. Chapter 15, Article XVI, Sections 15-544 through 15-548 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 15-544. - Imposition, rules, regulations.

There is hereby imposed upon all sellers a tax for the privilege of engaging in the business of selling taxable personal property or rendering taxable services at retail to the extent and in the manner provided in RSMo. 144.010 through 144.510, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto at the rate of one-half of one percent on all retail sales made in the city which are subject to taxation under the provisions of RSMo.

144.010 through 144.510, inclusive. This tax is imposed pursuant to RSMo. 94.700 et seq. and to the extent provided in RSMo. 144.010 through 144.510, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto.

Sec. 15-545. - Purpose.

The tax imposed by this article is for the purpose of providing funding for transportation purposes, as that term is defined in RSMo. 94.700, including financial support of a public mass transportation system; the construction, reconstruction, repair and maintenance of streets, roads, sidewalks, trails, community-owned parking lots, and bridges within the city; the construction, reconstruction, repair and maintenance of airports owned and operated by the city; the acquisition of lands and rights-of-way for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports; and planning and feasibility studies for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports, and may include the retirement of debt under authorized bonded indebtedness for such purposes, all within the city. This tax shall be in addition to any and all other sales taxes allowed by law.

Sec. 15-546. - Trust fund.

(a) There is hereby established a city transportation trust fund. All monies received by the city from the transportation sales tax imposed by this article shall be deposited by the finance director to the credit of this fund and used solely for transportation purposes in accordance with state statutes.

(b) In addition to the proceeds from the transportation sales tax, other revenues to be deposited to the credit of this fund shall include:

(1) Such portion of the city's share of motor fuel tax as may be appropriated to this fund annually by the city council.

(2) Any grants received from the state or the federal government for projects funded by the city transportation trust fund as permitted by state and federal law.

(3) All receipts derived as a result of special tax bill assessments collected on projects funded from the city transportation trust fund.

(4) A full accounting of the value of all in-kind contributions for right-of-way donated to the city for streets, roads and bridges for projects to be financed from the city transportation trust fund.

(c) The finance director of the city shall submit to the city council a semi-annual report showing all activity in the trust

account relating to receipts and disbursements and shall provide such other information as the city council may require.

Sec. 15-547. - When effective, duration.

The tax authorized by this article shall become effective on the first day of January, 2021, and such tax shall continue for a period of five (5) years from its date of inception and thereafter shall automatically expire on December 31, 2025, unless extended or renewed in accordance with law.

Sec. 15-465. - Use of proceeds.

The funds derived from the imposition of this tax shall be used solely for transportation purposes as set out in section 15-545.

is hereby repealed in its entirety, and a new Chapter 15, Article XVI, Sections 15-544 through 15-548 is hereby enacted in lieu, in words and figures, to read as follows:

Sec. 15-544. - Imposition, rules, regulations.

There is hereby imposed upon all sellers a tax for the privilege of engaging in the business of selling taxable personal property or rendering taxable services at retail to the extent and in the manner provided in RSMo. 144.010 through 144.527, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto at the rate of one-half of one percent on all retail sales made in the city which are subject to taxation under the provisions of RSMo. 144.010 through 144.527, inclusive. This tax is imposed pursuant to RSMo. 94.700 et seq. and to the extent provided in RSMo. 144.010 through 144.527, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto.

Sec. 15-545. - Purpose.

The tax imposed by this article is for the purpose of providing funding for transportation purposes, as that term is defined in RSMo. 94.700, including financial support of a public mass transportation system; the construction, reconstruction, repair and maintenance of streets, roads, sidewalks, trails, community-owned parking lots, and bridges within the city; the construction, reconstruction, repair and maintenance of airports owned and operated by the city; the acquisition of lands and rights-of-way for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports; and planning and feasibility studies for streets, roads, sidewalks, trails, community-owned parking lots,

bridges, and airports, and may include the retirement of debt under authorized bonded indebtedness for such purposes, all within the city. This tax shall be in addition to any and all other sales taxes allowed by law.

Sec. 15-546. - Trust fund.

(a) There is hereby established a City Transportation Trust Fund. All monies received by the city from the transportation sales tax imposed by this article shall be deposited by the finance director to the credit of this fund and used solely for transportation purposes in accordance with state statutes.

(b) In addition to the proceeds from the transportation sales tax, other revenues to be deposited to the credit of this fund shall include:

(1) Such portion of the city's share of motor fuel tax as may be appropriated to this fund annually by the city council.

(2) Any grants received from the state or the federal government for projects funded by the city transportation trust fund as permitted by state and federal law.

(3) All receipts derived as a result of special tax bill assessments collected on projects funded from the city transportation trust fund.

(c) The finance director of the city shall submit to the city council an annual report showing all activity in the Trust Fund account relating to receipts and disbursements and shall provide such other information as the city council may require.

Sec. 15-547. - When effective, duration.

The tax authorized by this article shall become effective on the first day of January, 2026, and such tax shall continue for a period of five (5) years from its date of inception and thereafter shall automatically expire on December 31, 2030, unless extended or renewed in accordance with law.

Sec. 15-465. - Use of proceeds.

The funds derived from the imposition of this tax shall be used solely for transportation purposes as set out in section 15-545.

ARTICLE 5. The amendments contained in Article 4 hereof shall become effective as provided by law on January 1, 2026, upon approval by a majority of the votes cast on the Question set out in Article 1 hereinabove by the qualified voters of the City voting thereon.

ARTICLE 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 7. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



**NOTICE OF ELECTION
CITY OF CAPE GIRARDEAU, MISSOURI**

Notice is hereby given to the qualified voters of the City of Cape Girardeau, Missouri, that the City Council of the City has called an election to be held in the City on April 8, 2025, commencing at 6:00 o'clock A.M. and closing at 7:00 o'clock P.M. on the question contained in the following sample ballot:

**OFFICIAL BALLOT
ELECTION
CITY OF CAPE GIRARDEAU, MISSOURI
April 8, 2025**

QUESTION

Shall the City of Cape Girardeau, Missouri, impose a sales tax of one-half of one percent for transportation purposes, such transportation sales tax extension to expire on December 31, 2030? This sales tax shall provide revenue for the Transportation Trust Fund 7.

YES

NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

The election will be held at the following places in the City:

PRECINCT

POLLING PLACES

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____
9.	_____

- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____

Dated this _____ day of _____, 2025.

Kara Clark Summers,
Clerk of the County Commission

TTF-7 Committee Recommended Project List

General Maintenance Projects

<u>Project Type</u>	<u>Annual Cost</u>	<u>Five-Year Cost</u>
Asphalt Maintenance and Overlay	\$600,000	\$3,000,000
Concrete Repair (Streets, Curbs, Gutters)	\$1,450,000	\$7,250,000
Streetscape and Sidewalk - New Connectivity and Repair	\$250,000	\$1,250,000
General Maintenance Projects Subtotal		\$11,500,000

Specific Projects

<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Hopper Road to Independence Street <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$5,500,000
Perryville Road from Cape Rock Drive to Perry Avenue <i>(Pavement Repair, Addition of New Sidewalk on East Side)</i>	Reconstruction & Rehabilitation	\$3,500,000
Sprigg Street from William Street to Route 74 <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$4,500,000
Specific Projects Subtotal		\$13,500,000

Safety Improvements/Contingency **\$2,000,000**

TOTAL **\$27,000,000**

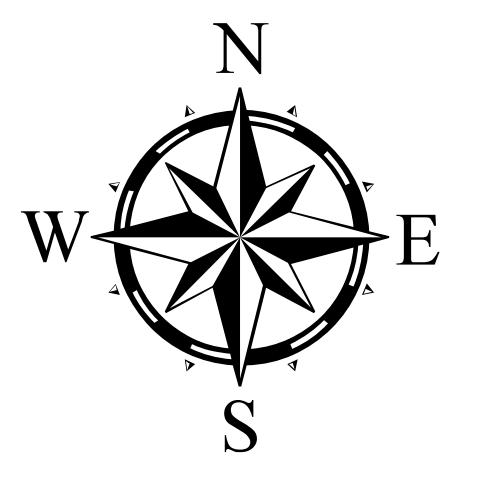
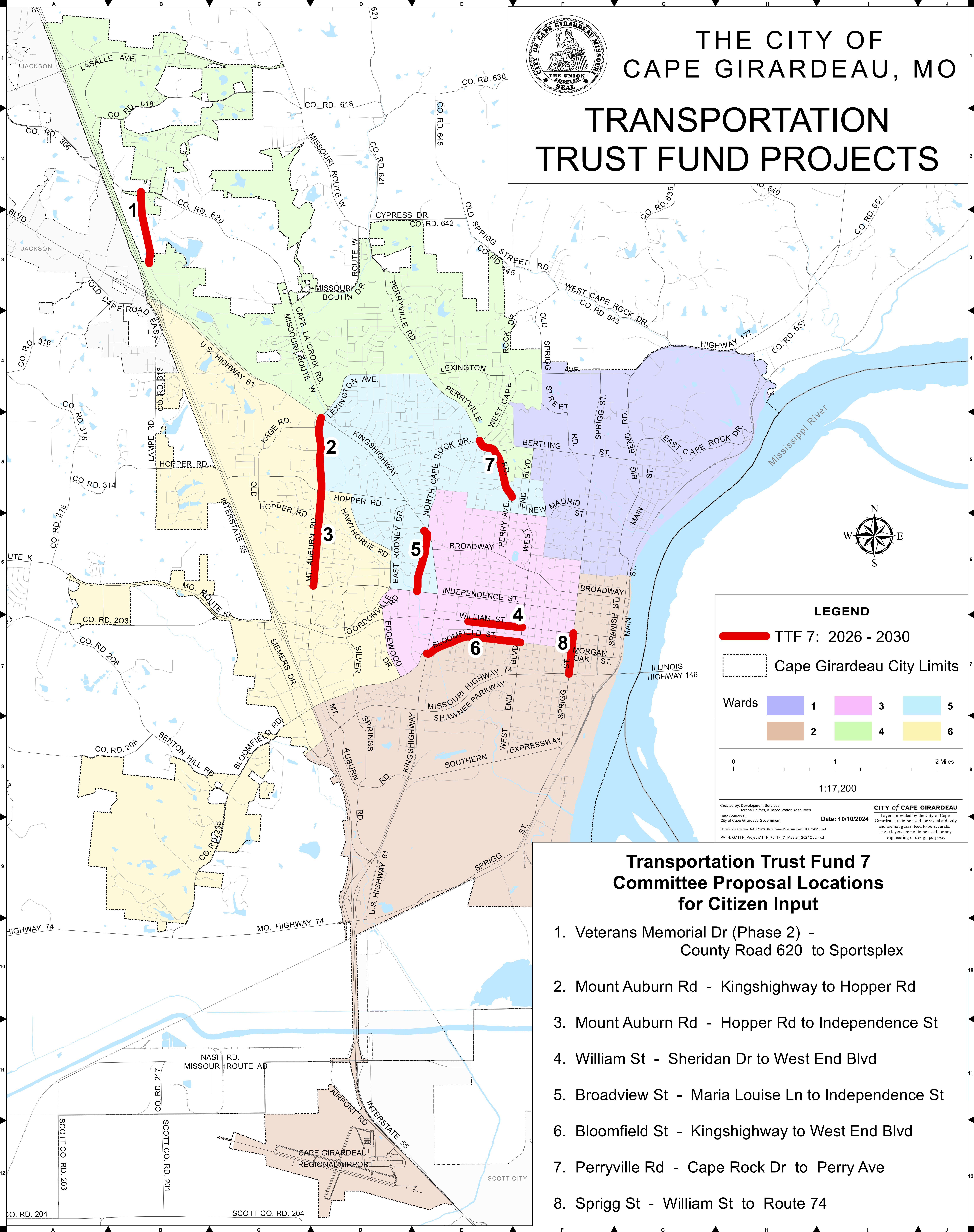
Alternate Specific Projects

<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Kingshighway to Hopper Road <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$3,500,000
William Street from Sheridan Drive to West End Boulevard <i>(Pavement and Sidewalk Repair, Addition of Pedestrian Crossing Signals to Traffic Signals at Sheridan Drive and West End Boulevard Intersections)</i>	Reconstruction & Rehabilitation; Streetscape Enhancements	\$4,000,000



THE CITY OF CAPE GIRARDEAU, MO

TRANSPORTATION TRUST FUND PROJECTS



LEGEND

TTF 7: 2026 - 2030

Cape Girardeau City Limits

Wards

	1		3		5
	2		4		6

0 1 2 Miles

1:17,200

Created by: Development Services
Teresa Helmer, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government

Coordinate System: NAD 1983 StatePlane Missouri East FIPS 2401 Feet

PATH: G:\TTF_Projects\TTF_7_Master_202401.mxd

CITY of CAPE GIRARDEAU
Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.

- ### Transportation Trust Fund 7 Committee Proposal Locations for Citizen Input
1. Veterans Memorial Dr (Phase 2) - County Road 620 to Sportsplex
 2. Mount Auburn Rd - Kingshighway to Hopper Rd
 3. Mount Auburn Rd - Hopper Rd to Independence St
 4. William St - Sheridan Dr to West End Blvd
 5. Broadview St - Maria Louise Ln to Independence St
 6. Bloomfield St - Kingshighway to West End Blvd
 7. Perryville Rd - Cape Rock Dr to Perry Ave
 8. Sprigg St - William St to Route 74

TTF-7 Final Input Results

Open House Responses

(17 Participants)

Online Survey Responses

(166 Participants)

Rank	Project	Money Allocated by Open House Participants
1	Perryville Road Cape Rock Drive to Perry Avenue Reconstruction & Rehabilitation \$3.5 Million	\$50,750,000
2	Sprigg Street William Street to Route 74 Reconstruction & Rehabilitation \$4.5 Million	\$42,750,000
3	Mt. Auburn Road Kingshighway to Hopper Rd. Reconstruction & Rehabilitation \$3.5 million	\$33,250,000
4	William Street Sheridan Dr. to West End Blvd. Reconstruction & Rehabilitation Streetscape Enhancements \$4 Million	\$29,500,000
5	Broadview Street Maria Louise Ln. to Independence Reconstruction & Rehabilitation \$2 Million	\$29,250,000
6	Veterans Memorial Drive CO RD 620 to Sportsplex (Phase 2) New Street \$6.5 Million	\$27,750,000
7	Mt. Auburn Road Hopper Rd. to Independence Reconstruction & Rehabilitation \$5.5 million	\$25,000,000
8	Bloomfield Street Kingshighway to West End Blvd. Reconstruction & Rehabilitation \$3.5 Million	\$22,000,000
9	Streetscape & Sidewalk New Connectivity - Various Locations New Streetscape & Sidewalk \$1.25 Million	\$14,250,000

Rank	Project	# of Responses
1	Streetscape & Sidewalk New Connectivity - Various Locations New Streetscape & Sidewalk \$1.25 Million	63
2	Perryville Road Cape Rock Drive to Perry Avenue Reconstruction & Rehabilitation \$3.5 Million	60
3	Mt. Auburn Road Hopper Rd. to Independence Reconstruction & Rehabilitation \$5.5 million	57
4	William Street Sheridan Dr. to West End Blvd. Reconstruction & Rehabilitation Streetscape Enhancements \$4 Million	57
5	Sprigg Street William Street to Route 74 Reconstruction & Rehabilitation \$4.5 Million	49
6	Mt. Auburn Road Kingshighway to Hopper Rd. Reconstruction & Rehabilitation \$3.5 million	46
7	Broadview Street Maria Louise Ln. to Independence Reconstruction & Rehabilitation \$2 Million	43
8	Bloomfield Street Kingshighway to West End Blvd. Reconstruction & Rehabilitation \$3.5 Million	43
9	Veterans Memorial Drive CO RD 620 to Sportsplex (Phase 2) New Street \$6.5 Million	32

TTF-7 Final Input Results

Open House Responses (17 Participants)	
General Maintenance Projects	Money Allocated by Open House Participants
21.63% was allocated to Maintenance Projects	\$75,750,000

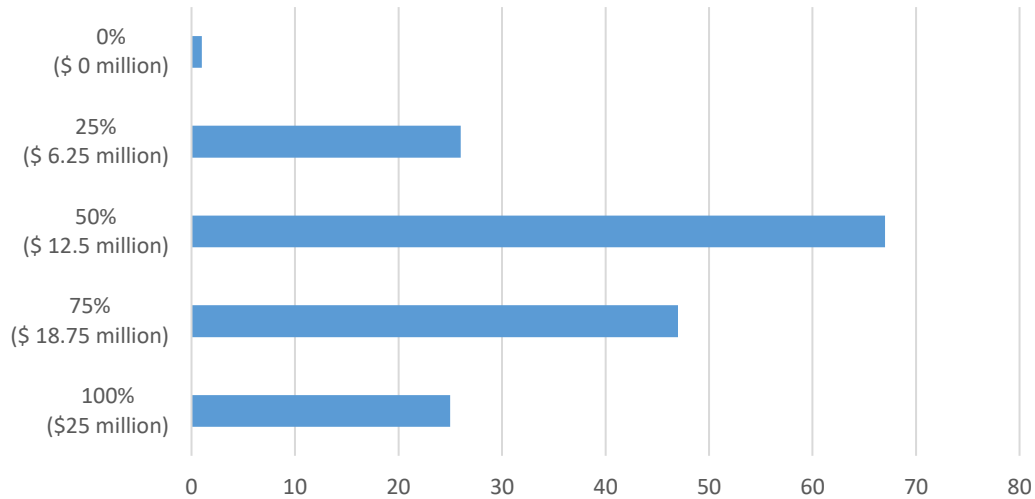
Online Survey Responses (166 Participants)		
Percentage of \$25 million to be spent on General Maintenance Projects		# of Responses
50%	\$12.5 million	67
75%	\$18.75 million	47
25%	\$6.25 million	26
100%	\$25 million	25
0%	\$0.00 million	1

TTF-7 Final Input Survey Results

Question #1: What percentage of the \$25 million should be spent on General Maintenance Projects?

100% (\$25 million)	75% (\$ 18.75 million)	50% (\$ 12.5 million)	25% (\$ 6.25 million)	0% (\$ 0 million)
25	47	67	26	1

Question #1



Staff: Jake Garrard, P.E. City Engineer,P.
Agenda: E
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Resolution authorizing the City Manager to execute an Agreement with Acme Constructors, Inc. for the Cape Rock Water Treatment Plant Lime System and Chemical Feed Improvements.

EXECUTIVE SUMMARY

The procurement of new LIME FEED SYSTEM IMPROVEMENTS consists of removal and disposal existing lime system equipment and installation of new lime softening equipment pre-purchased by the City of Cape Girardeau, installation of new lime slurry piping, and improvements to the existing lime system building. Also, chemical feed improvements as needed to address recent changes in source water conditions, and all other improvements as listed in the project manual and drawings designed by Donohue and Associates.

Bids for the project were received by the City on Friday, December 20, 2024. One bid was submitted for this project. The bidder was Acme Constructors Inc. (Acme) for \$2,994,465.00 which includes bid alternate #1. Donohue's Opinion of Probable Construction Cost (OPCC) for the base bid this project was \$ 2,234,580. The low bid received by Acme is about 28% higher than the Donohue's probable construction cost. Some reasons this may have occurred are listed below:

- Decreased competition due to only receiving one bid.
- Cleaning of the existing lime silos. During the bid period, Acme noted that they would be utilizing a specialized cleaning subcontractor to complete that work, which may have added costs, in lieu of completing that work with their own equipment / staff.
- The timeframe of 60 days for reaching the milestone completion for the lime system completion may have resulted in adding staffing efforts (and costs) to the bid.

Donohue recommends that the City award the project to Acme Constructors Inc.

BACKGROUND/DISCUSSION

The *Water Treatment Plant #1 Evaluation* dated September 27, 2021 (prepared in association with the City's recent water system facility plan update) recommended replacement of the existing pebble lime feed system with a high-density lime system (lime is used for softening well water treated at the plant). Since the existing feed system is nearing the end of its service life, replacement of the feed system was determined to be a priority.

FINANCIAL IMPACT

The cost of this project is being funded with several different funding sources.

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Acme Constructors, Inc. for the Cape Rock Water Treatment Plant Lime System and Chemical Feed Improvements.

ATTACHMENTS:	
Name:	Description:
25-01_Agreement_Acme_Constructors_Lime_System_and_Chemical_Feed.doc	Resolution
Agreement_w_Acme.pdf	Agreement
Letter_of_bid_summary.pdf	Bid Summary Letter

BILL NO. 25-01

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ACME CONSTRUCTORS, INC., FOR THE CAPE ROCK WATER TREATMENT PLANT LIME SYSTEM AND CHEMICAL FEED IMPROVEMENTS PROJECT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Acme Constructors, Inc., for the Cape Rock Water Treatment Plant Lime System and Chemical Feed Improvements project, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk





AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and Acme Constructors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Removal and disposal of existing lime system equipment and installation of new lime softening equipment and system that has been purchased directly by the City of Cape Girardeau.
- B. Installation of new lime slurry piping from the new lime system to the existing solids contact basins.
- C. Improvements at the existing lime system building including the removal and replacement of the roof, removal and replacement of downspouts, removal and replacement of doors, and installation of new lightning protection system.
- D. Improvements at the primary flow splitting building including the removal and replacement of doors.
- E. Chemical feed improvements including the addition of chlorine booster pumps associated equipment and chemical feed piping.
- F. Chemical feed improvements including the removal and replacement of ammonia feed pumps.
- G. Chemical feed improvements including the addition of static mixers and flow meter at the high service pump station.
- H. Chemical feed improvements for adding chlorine and monochloramine analyzers.
- I. All associated electrical and controls work for the above-described items.
- J. Alternate #1: Re-coating and painting of finished water piping, bypass piping and valves in the High Service Pump Station.
- K. Alternate #2: Installation of new ammonia feed line from the existing ammonia feed room to chemical pit CP-B and continuing to the High Service Pump Station.
- L. Obtaining all permits for construction of Work not obtained by Engineer or Owner.

- M. Removing all debris and excess materials from Project Site generated by construction Work.
- N. Restoring areas disturbed by construction to original condition or as specified by Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Cape Rock Water Treatment Plant – Lime System and Chemical Feed Improvements.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Donohue & Associates, Inc. who shall be known as the Owner’s Consultant, but will serve no role as the Owner’s representative for this Project unless otherwise specified herein.
- 3.02 The City Engineer or the City Engineer’s designee is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days to Achieve Substantial and Final Payment

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Contractor and Owner also recognize that Owner will suffer financial loss if part of the Work is not completed within the Milestone times specified in Section 01 11 00, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if part of the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amount stated below for each day that expires after the time specified in Section 01 11 00 for Substantial Completion of each Milestone until the Work is substantially complete.
 - a. Milestone No. 1: \$1,000 per day.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. Contractor will complete the Work in accordance with the Contract Documents for the follow lump sum price, including Unit Price Work.

Total Lump Sum Bid Price: Two million eight hundred seventy-three thousand fifty nine

Total Lump Sum Bid Price \$2,873,059.00

B. For all Unit Price Work, an amount equal to the sum of the extended price(s) (established for each separately identified item of the Unit Price Work by multiplying the unit price times the actual quantity of that item):

No.	Section	Item Description	Est Qty	Unit	Bid Unit Price	Bid Price
1	01 11 00	Removal and Disposal of Pebble Lime from Existing Lime Silos	60	CY	\$ <u>1,450.93</u> per CY	\$ <u>87,056.00</u>
Qty = Estimated Quantity Estimated Price (for each Item) = Qty x Unit Price (for each item) CY = Cubic Yard						

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Article 10 of the General Conditions.

In the event the Work indicated or specified in the Contract Documents is increased or decreased, the Total Lump Sum Bid Price shall be increased or decreased in accordance with the Unit Prices shown above. Adjustment Unit Prices are subject to acceptance by the Owner.

C. Total Lump Sum Bid Price, including Unit Price Work (subject to final Unit Price adjustment)
 \$ _____

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- 5.02 Owner accepts/rejects the following alternates as described in Section 01 23 00 and indicated on the Bid Form:
- A. Accept/Reject Alternate 1: Re-coating and painting of piping, valves and pump in the High Service Pump Station.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. General Conditions and Supplementary Conditions (pages 1 to 66, inclusive).
3. Specifications as listed in the table of contents of the Project Manual.
4. Drawings (not attached but incorporated by reference) consisting of 64 sheets with each sheet bearing the following general title: Cape Rock Water Treatment Plant – Lime System and Chemical Feed Improvements.
5. Addenda (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-6, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Affidavit of Compliance with Prevailing Wage
 - f. Contractor's Warranty
 - g. Contractor's Affidavit Regarding Settlement of Claims
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Acme Constructors, Inc.

By: Kenneth Haskin

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Development Services Department, City Hall

Acme Constructors, Inc.

44 N. Lorimier Street

2380 East Outer Road

Cape Girardeau, MO 63701

Scott City, MO 63780

License No.: _____
(where applicable)



December 20, 2024

Jake Garrard
City Engineer
City of Cape Girardeau
401 Independence Street
Cape Girardeau, MO 63703

Re: Cape Rock WTP – Lime System and Chemical Feed Improvements City Project No. 6267
Bid Evaluation

Dear Mr. Garrard:

Bids for the Cape Rock WTP – Lime System and Chemical Feed Improvements were received by the City of Cape Girardeau (City) on Friday, December 20, 2024. One bid was submitted for this project. The bidder was Acme Constructors Inc. (Acme). The following represents the evaluation by Donohue & Associates, Inc. (Donohue) of the bid information.

Bid Summary

The bid included a lump sum base bid, an adjustment of unit prices (for removal and disposal of pebble lime) as well as two (2) alternate bid items. A summary of the bids received is shown in the table below. Note: City will not decide on Alternate #2 until after completion of hydrostatic testing of the existing ammonia line, and if accepted, the work will be incorporated as a change order to the Construction Contract.

Bid Item	Bidder #1: Acme Constructors Inc.
Total Lump Sum Base Bid Price	\$2,873,059.00
Adjustment of Unit Prices (Removal and disposal of pebble lime)	\$87,056.00
Alternate #1: Re-coating and painting in High Service PS	\$34,350.00
Total Lump Sum with Adjustment of Unit Price and Alternate #1	\$2,994,465.00
Alternate #2: Installation of new ammonia feed line (see note above)	\$78,022.00

Bid Bond

A Bid Bond in the amount of 5% of bid was received from Acme.

Evidence of Authority to do business in Missouri

Evidence was received from Acme.

Qualification Statement

Qualification statement was received from Acme.

Affidavit of Work Authorization

Affidavit was received from Acme. The City will review this information.

Affidavit of OSHA Training

Affidavit was received from Acme. The City will review this information.

Anti-Discrimination Act Certification

This form was received from Acme. The City will review this information.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

This form was received from Acme. The City will review this information.

Acknowledgement of Addenda

Acme acknowledged the two addenda issued for the project on their bid form.

Signed Bid

Acme provided a completed bid form with signatures on the form.

Cost Variation

Donohue's Opinion of Probable Construction Cost (OPCC) for the base bid this project was \$ 2,234,580.

The low bid received by Acme is about 28% higher than the Donohue's probable construction cost.

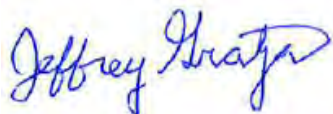
Some reasons this may have occurred are listed below:

- Decreased competition due to only receiving one bid.
- Cleaning of the existing lime silos. During the bid period, Acme noted that they would be utilizing a specialized cleaning subcontractor to complete that work, which may have added costs, in lieu of completing that work with their own equipment / staff.
- The timeframe of 60 days for reaching the milestone completion for the lime system completion may have resulted in adding staffing efforts (and costs) to the bid.

Donohue recommends that the City award the project to Acme Constructors Inc. for the base lump sum bid amount of \$2,873,059 as well as the unit price adjustment of \$87,056. We would also recommend that the City include alternate bid item #1, which would make the total contract amount \$2,944,465.

Please contact me if you have any questions.

Sincerely,



Jeffrey Gratzner, P.E.
Project Manager

Staff: Jake Garrard, PE, City Engineer
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Motion to Accept the Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the 2024 Asphalt Overlay Program.

EXECUTIVE SUMMARY

The improvements consisted of milling and asphalt overlaying streets including sidewalk reconstruction, curb reconstruction, and tree removal where necessary on various streets within the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The Notice to Bid was advertised publicly, and two (2) bids were received on March 26, 2024. The low bid, submitted by Lappe Cement Finishing, Inc. was in the amount of \$650,000.00. The Engineer's Estimate of Cost was \$724,453.50.

FINANCIAL IMPACT

The 2024 Asphalt Overlay Program was funded through the Transportation Trust Fund Phase 6 (TTF6).

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends Council approve a Motion to Accept the Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the 2024 Asphalt Overlay Program.

ATTACHMENTS:

Name:	Description:
📎 Eng_Final_Report_signed.pdf	Engineer's Final Report 6282

December 3, 2024

Engineer’s Final Report on the 2024 Asphalt Overlay Program

To the City Manager
Of the City of Cape Girardeau, Missouri

Dear Sir:

I hereby report that the improvements made under the 2024 ASPHALT OVERLAY PROGRAM have been completed. The project consisted of work on the following streets and areas:

The locations of the improvements included the following streets:

- S Frederick Street** from Good Hope to Morgan Oak;
- S. Frederick Street** from Morgan Oak to Jefferson;
- Jefferson Avenue** from Frederick to Middle;
- Jefferson Avenue** from Sprigg to Frederick;
- S. Middle Street** from Good Hope to Morgan Oak;
- S. Middle Street** from Morgan Oak to Jefferson;
- Alley north of Johnson Street.** Between Rand and Water.

The improvements consist of milling and asphalt overlaying streets including sidewalk reconstruction, curb reconstruction, and tree removal where necessary on various streets within the City of Cape Girardeau.

The contractor, Lappe Cement Finishing, Inc. completed the work in accordance with the plans, specifications, contract and ordinances adopted by the City Council as modified by one (1) Change Order. Change Order #1 brought all quantities to "as-constructed" quantities and reduced the contract price by -\$36,301.92. Due to field conditions, fewer materials were needed. The total construction cost of the project was \$613,698.08.

The original contract time stated that all work was to be completed and ready for final payment on or before October 25, 2024. The contractor successfully met this deadline.

I have computed the cost of these improvements as follows:

ITEM NO.	DESCRIPTION	UNIT	QTY	CO +/-	UPDATED QUANTITY	UNIT PRICE	UPDATED CONTRACT COST
1	Street Milling	SY	10,228.00	-198.00	10,030.00	\$4.00	\$40,120.00
2	Liquid Asphalt (Tack Coat)	Gal	1,035.00	125.00	1,160.00	\$3.00	\$3,480.00
3	Asphaltic Concrete (2" or 4" BP-2)	Ton	1,521.00	-73.66	1,447.34	\$100.00	\$144,734.00
4	Full Depth Repair	SY	35.00	-10.10	24.90	\$60.00	\$1,494.00
5	R&R Concrete Curb and Gutter	LF	3,173.00	-245.50	2,927.50	\$47.40	\$138,763.50
6	R&R Concrete Sidewalk	SF	19,415.00	-2296.10	17,118.90	\$9.30	\$159,205.77
7	Pavement Removal	SF	6,470.00	-3746.40	2,723.60	\$2.65	\$7,217.54
8	R&R Concrete Driveway	SF	5,985.00	2174.40	8,159.40	\$9.44	\$77,024.74
9	ADA Ramp	Each	10.00	-1.00	9	\$1,455.00	\$13,095.00
10	Adjust Manhole	Each	5.00	-4.00	1	\$1,630.00	\$1,630.00
11	Adjust Valve	Each	6.00	2.00	8	\$100.00	\$800.00

12	Temporary Traffic Control	LS	1.00		1	\$7,900.00	\$7,900.00
13	Temporary Erosion Control	LS	1.00		1	\$2,000.00	\$2,000.00
14	Tree Removal	Each	5.00		5	\$1,245.00	\$6,225.00
15	Pop Up Drain	Each	2.00	3.00	5	\$127.20	\$636.00
16	Clearing and Grubbing	AC	0.02		0	\$175,000.00	\$3,500.00
17	Alley Preparation	EA	1.00		1	\$4,000.00	\$4,000.00
18	Type 5 Aggregate	Ton	15.63			\$52.00	\$812.76
19	Re-Mobilization	LS	1.00			\$750.00	\$750.00
20	Adjust Sewer Clean Out	LS	1.00			\$309.77	\$309.77
							\$613,698.08

LESS PREVIOUS PAYMENTS \$555,606.37

AMOUNT DUE THE CONTRACTOR \$58,091.71

DESIGN ENGINEERING COSTS \$4,995.29

CONSTRUCTION ENGINEERING/INSPECTION COSTS \$30,399.87

OTHER COSTS \$140.63

TOTAL PROJECT COSTS \$649,233.87

This construction contract consolidated all items for ease in making progress payments to the contractor. However, for the historical records and accounting purposes, it is also necessary to breakdown the costs into the individual streets and parking lots. Please see Attachment # 1 for this breakdown.

Resolution No. 3598, passed April 1, 2024 authorized the City Manager to enter into a contract with Lappe Cement Finishing, Inc. for the improvements included in the 2024 Asphalt Overlay Program.

Respectfully submitted,

Jake Garrard, P. E.
 City Engineer

JG/kj

Attachment-1

2024 Asphalt Overlay Program
 Project Reference Code: 1757025-71160-6283 (Existing Streets Paving, TTF 6)
 Purchase Order No. 242201
 Engineering Project # 6283

Attachment #1

South Frederick St. (Morgan Oak – Jefferson)	-	\$85,224.69
South Frederick St. (Good Hope – Morgan Oak)	-	\$86,351.33
South Middle St. (Good Hope – Morgan Oak)	-	\$116,483.63
South Middle St. (Morgan Oak – Jefferson)	-	\$106,405.86
Jefferson Ave. (Sprigg – Frederick)	-	\$103,118.91
Jefferson Ave. (Frederick – Middle)	-	\$104,600.91
Alley (North of Johnson, between Rand and Water)	-	\$11,512.76

Staff: Jake Garrard, P.E., City Engineer
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Motion to Accept Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the Concrete Street Repair 2023.

EXECUTIVE SUMMARY

The project consisted of street patching where necessary on Lynwood Hills Dr., Abbey Rd., Perryville Rd., Lombardo Dr., and Clark Ave. within the City of Cape Girardeau.

The bid was awarded on the Base Bid price, with the option of an Add Alternate consisting of Joint Sealing, within the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The Concrete Street Repair 2023 project was funded through the Transportation Trust Fund Phase 6 (TTF6). The Notice to Bid was advertised publicly, and five (5) bids were accepted on August 29, 2023. The bids ranged in price from \$1,538,386.39 to \$2,648,511.22. The Engineer's Estimate of Cost was \$1,698,070.25. The low bid was submitted by Lappe Cement Finishing, Inc., in the amount of \$1,378,238.79.

FINANCIAL IMPACT

The cost of this project was funded through TTF6.

STAFF RECOMMENDATION

Staff recommends that the City Council, by motion, accept the improvements as presented and authorize final payment to Lappe Cement Finishing, Inc., for the Concrete Street Repair 2023 project.

ATTACHMENTS:

Name:	Description:
EFR = breakdown_of_streets.pdf	Cost per street

2023 Concrete Overlay Program Location Name		Lynwood Hills	Abbey Rd	Horseshoe Ridge	Clark	Perryville	Sprigg/Lafayette	Shadow Wood Ln	Lombardo	807 William Alley	Total Est. Quantity	Add Prices From Bid Tab in This Column	Total Cost:
1	R&R Concrete Street	SF	20685.40	27777.50	4948.08	108494.40	29797.60				191702.98	\$ 6.93	\$ 1,328,501.65
2	R&R Concrete Driveway	SF				4439.00					4439.00	\$ 7.65	\$ 33,958.35
3	R&R Concrete Sidewalk	SF				3652.80	24.00	536.00			4297.80	\$ 7.40	\$ 31,803.72
4	ADA Ramp	EA				2.00					2.00	\$ 1,660.00	\$ 3,320.00
5	Storm Inlet Lid Replacement	EA				12.00	1.00				13.00	\$ 980.00	\$ 12,740.00
6	Temp Traffic Control	LS	1.00								1.00	\$ 6,200.00	\$ 6,200.00
7	French Drain System (lombardo)	EA							1.00		1.00	\$ 3,000.00	\$ 3,000.00
8	Pop Up Drain	EA	6.00				1.00	1.00			8.00	\$ 135.00	\$ 1,080.00
9	4" Double Yellow Striping	LF	337.67	337.67		337.67	623.00				1636.00	\$ 2.40	\$ 3,926.40
10	4" Double Yellow Striping with One Side Dashed	LF					824.00				824.00	\$ 3.20	\$ 2,636.80
11	4" Yellow Striping	LF		23.00							23.00	\$ 4.00	\$ 92.00
12	4" Dashed Yellow Striping	LF					153.20				153.20	\$ 2.55	\$ 390.66
13	4" White Striping	LF	48.00			48.00	60.00				156.00	\$ 3.00	\$ 468.00
14	24" White Striping	LF	23.00			21.60					44.60	\$ 10.00	\$ 446.00
15	White Turn Arrows	EA	1.33	1.33		1.33	1.00				5.00	\$ 200.00	\$ 1,000.00
16	Joint Seal	LF	3612.00	4857.00		148.00	4747.00				13364.00	\$ 1.50	\$ 20,046.00
17	Inlet Repair	EA				1.00					1.00	\$ 950.00	\$ 950.00
18	Soil Remediation	Ton				137.14					137.14	\$ 62.00	\$ 8,502.68
19	Rock Aggregate	Ton				91.71			91.71		183.41	\$ 25.70	\$ 4,713.64
20	Alley Work	LS								1.00	1.00	\$ 6,490.00	\$ 6,490.00
21	Bridge Work at Lynwood Hills	LS	1.00								1.00	\$ 7,844.00	\$ 7,844.00
Street Cost Total:			\$ 165,072.89	\$ 200,952.64	\$ 34,290.19	\$ 841,187.83	\$ 220,029.13	\$ 629.00	\$ 4,101.40	\$ 5,356.82	\$ 6,490.00		
			Lynwood Hills	Abbey Rd	Horseshoe Ridge	Clark	Perryville	Sprigg/Lafayette	Shadow Wood Ln	Lombardo	807 William Alley		

Staff: Casey Brunke, P.E. Public Works
Agenda: Director
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Motion to Accept the Improvements and Authorize Final Payment to Insituform Technologies USA, LLC for the Cured-In Place Pipe project.

EXECUTIVE SUMMARY

The improvements consisted of 24,228 LF of cured-in-place pipe lining for 88 pipe segments of various sizes. Additional work consists of sewer main point repairs, service connection repairs, 1,134 LF of 8” sanitary sewer main replacement, 1,048 Vertical Feet of sanitary manhole lining for 95 manholes, replacement of 9 manholes, and all other work all as described in the contract documents.

BACKGROUND/DISCUSSION

Four (4) bids were received on January 31, 2023. The bids ranged in price from \$4,123,418.00 to \$2,637,770.70. The low bid was submitted by Insituform Technologies USA, LLC. All four bids received were above the Engineer’s Estimate of Cost which was \$2,556,588.50; however, the bid submitted by Insituform was within 10% of the Engineer’s Estimate.

FINANCIAL IMPACT

The cost of this project was funded through American Rescue Plan Act (ARPA) and Parks and Recreation and Stormwater Phase 2 (PRS2) funds.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Maintenance on the sanitary sewer system, particularly with inflow and infiltration for stormwater, protects the citizen’s investment in the wastewater treatment facility by reserving the facility’s capacity for treatment of sanitary sewer. Alleviating stormwater in the sanitary sewer system also assists with fewer sanitary sewer backups.

STAFF RECOMMENDATION

Staff recommends the City Council, by motion, accept the improvements as presented and authorize final payment to Insituform Technologies USA, LLC for the Cured-In Place Pipe project.

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> EFR-6260x.pdf	Engineer's Final Report

December 17, 2024

Engineer's Final Report for the Cured-In-Place Pipe (CIPP) Project Drainage Improvements Project

To the City Manager
of the City of Cape Girardeau, Missouri

Dear Sir:

I hereby report that the Cured-In-Place (CIPP) Pipe project has been completed by Insituform Technologies USA, LLC.

The improvements consisted of 24,228 LF of cured-in-place pipe lining for 88 pipe segments of various sizes. Additional work consists of sewer main point repairs, service connection repairs, 1,134 LF of 8" sanitary sewer main replacement, 1,048 Vertical Feet of sanitary manhole lining for 95 manholes, replacement of 9 manholes, and all other work all as described in the contract documents as modified by four (4) change orders.

Change Order #1 adjusted quantities for additional repairs identified after project design and reduced some quantities, which added \$16,775.70 to the original contract price increasing the contract price to \$2,654,546.40. Change Order #2 added an additional CIPP mainline repair and two (2) manhole replacements and adjusted quantities for "as constructed". This change order increased the previous contract price by an additional \$39,707.80 bringing the contract price up to \$2,694,254.20. Change Order #3 removed the replacement of two (2) main segments and one (1) manhole due to site conditions and adjusted quantities to "as constructed". This change order decreased the overall contract by \$170,334.00 reducing the contract price to \$2,523,920.20. The Final Change Order brought all line items to "as-built" quantities, reducing the contract by \$112,986.70 and making the final contract price \$2,410,933.50.

The original contract time was four hundred fifty (450) calendar days for substantial completion and four hundred eighty (480) calendar days for final completion. The Notice to Proceed was issued with a start date of February 21, 2023, making the Substantial Completion Date May 16, 2024 and Final Completion June 15, 2024. Change Order #2 added thirty (30) calendar days to the Substantial Completion Date and to the Final Completion Date. Change Order #3 added ninety (90) calendar days to the Substantial Completion Date and to the Final Completion Date. The Final Change Order added thirty (30) calendar days to the Substantial Completion Date and to the Final Completion Date. The final contract deadlines were October 13, 2024 for Substantial Completion and November 12, 2024 for Final Completion. The contractor successfully met these deadlines.

I have computed the cost of said improvement as follows:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	CO #1	CO #2	CO #3	CO #4	FINAL QTY	FINAL TOTAL
1	MOBILIZATION / DEMOBILIZATION	EA	1.0	\$ 53,500.00	\$ 53,500.00					1.0	\$ 53,500.00
1A	MOBILIZATION / DEMOBILIZATION	EA		\$ 5,500.00	\$ -			1.0		1.0	\$ 5,500.00
2	CIPP - 8"	LF	18,139.0	\$ 35.30	\$ 640,306.70	95.0	-449.0			17,785.0	\$ 627,810.50
3	CIPP - 10"	LF	2,162.0	\$ 47.80	\$ 103,343.60	170.0	-235.0			2,097.0	\$ 100,236.60
4	CIPP - 12"	LF	944.0	\$ 53.50	\$ 50,504.00		866.0		-2.0	1,808.0	\$ 96,728.00
5	CIPP - 15"	LF	1,393.0	\$ 71.80	\$ 100,017.40		-9.0			1,384.0	\$ 99,371.20
6	CIPP - 30"	LF	362.0	\$ 208.30	\$ 75,404.60		-3.0			359.0	\$ 74,779.70
7	CIPP - 36"	LF	1,228.0	\$ 255.10	\$ 313,262.80		-21.0			1,207.0	\$ 307,905.70
8	HEAVY CLEANING	HR	8.0	\$ 560.00	\$ 4,480.00			-8.0		0.0	\$ -
9	MAIN ABANDONMENT - PIPE FILL - 8"	LF	797.0	\$ 7.80	\$ 6,216.60					797.0	\$ 6,216.60
10	POINT REPAIR - LARGE (8" - 10" DIA. 16' - 50' LENGTH UNDER PAVEMENT)	EA	2.0	\$ 20,700.00	\$ 41,400.00		1.0			3.0	\$ 62,100.00
11	POINT REPAIR - MEDIUM (8" - 10" DIA. UNDER SOD/GRAVEL 16' - 30' LENGTH, or UNDER PAVEMENT)	EA	8.0	\$ 14,550.00	\$ 116,400.00	1.0				9.0	\$ 130,950.00
12	POINT REPAIR - SMALL (8" - 10" DIA. UNDER SOD/GRAVEL)	EA	5.0	\$ 8,390.00	\$ 41,950.00					5.0	\$ 41,950.00
13	SERVICE CONNECTION CIPP REPAIR	EA	165.0	\$ 1,850.00	\$ 305,250.00			-15.0	-86.0	64.0	\$ 118,400.00
14	SERVICE CONNECTION POINT REPAIR	EA	15.0	\$ 7,270.00	\$ 109,050.00		1.0		2.0	18.0	\$ 130,860.00
15	8" SANITARY SEWER MAIN REPLACEMENT	LF	1,134.0	\$ 168.00	\$ 190,512.00			-778.0	-12.0	344.0	\$ 57,792.00
16	ABANDON MANHOLE	EA	3.0	\$ 1,010.00	\$ 3,030.00					3.0	\$ 3,030.00
17	CEMENT BASE LINER	VERT. FT.	1,048.0	\$ 194.00	\$ 203,312.00	-42.2	-39.5			966.3	\$ 187,462.20
18	CLEAN	EA	3.0	\$ 505.00	\$ 1,515.00					3.0	\$ 1,515.00
19	FRAME SEAL	EA	37.0	\$ 675.00	\$ 24,975.00	-1.0	-1.0			35.0	\$ 23,625.00

CONSTRUCTION TOTAL		\$2,410,933.50
LESS PREVIOUS PAYMENTS	\$2,362,714.83	
AMOUNT DUE THE CONTRACTOR	\$48,218.67	
DESIGN ENGINEERING		\$13,939.74
CONSULTANT COSTS		\$199,600.00
CONSTRUCTION ENGINEERING/INSPECTION COSTS		\$23,973.42
OTHER COSTS		\$112.50
TOTAL PROJECT COSTS		\$2,648,559.16

At the September 7, 2021 Council Meeting, the City and Stantec Consulting Services, Inc. entered into a General Services Agreement for Sewer System Improvement projects by Resolution No. 3428.

On January 31, 2023, four (4) bids were received for the work. The low bid, submitted by Insituform Technologies USA, LLC, was \$2,637,770.70. The contract was awarded to Insituform Technologies USA, LLC, on February 6, 2023 by Resolution No.3527.

Funding for this project was provided by the Parks and Recreation and Stormwater Tax Fund Phase 2 (PRS2) and American Rescue Plan Act (ARPA) monies.

Sincerely,



Chris Walter
Public Works Engineer

Cured-In-Place (CIPP) Pipe project (#6260)
Project Reference Code: 61040343-1180-G2110
Purchase Order No. 231652

Staff: Doug Gannon, Parks and
Recreation Director
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting the Second Amendment to the Settlement Agreement between the City of Cape Girardeau and Midamerican Hotels Corporation in the City of Cape Girardeau, Missouri which allows for the addition of a parking lot to benefit the Cape Girardeau Sportsplex and authorizes use of Restaurant Tax proceeds to support the construction of improvements at Shawnee Park.

EXECUTIVE SUMMARY

The popularity of the Cape Girardeau Sportsplex and the large number of sports teams and events that utilize the facility has created a shortage of suitable parking. The Second Amendment to the Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation allows for development of a parking lot to benefit visitors of the Sportsplex facility. In addition, the Second Amendment to the Settlement Agreement allows the City of Cape Girardeau to use proceeds of the Restaurant Tax towards the construction of improvements at Shawnee Park.

BACKGROUND/DISCUSSION

The Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation was originally executed in December 2003. The Settlement Agreement was amended in February 2014 and has not been negotiated or amended since that date.

The popularity and large amount of usage the Cape Girardeau Sportsplex receives has created a situation in which there is not adequate suitable parking for visitors of the facility. The City of Cape Girardeau and Midamerica Hotels Corporation have negotiated a Second Amendment to the 2003 Settlement Agreement in which Midamerica Hotels will allow the City use of 2.4 +/- acres to develop an additional parking lot at the Sportsplex facility. The parking lot will create approximately 295 additional parking spaces for Sportsplex visitors. In addition, as part of the Second Amendment to the Settlement Agreement, the City may use proceeds from the Restaurant License Tax to assist with construction of improvements at Shawnee Park.

FINANCIAL IMPACT

The lease of the land for the parking lot will be conveyed to the City of Cape Girardeau at no additional charge. The City budgeted funds to develop the parking lot as part of the FY '25 Operating Budget.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Events and tournaments at the Cape Girardeau Sportsplex bring a large amount of visitors to the City. The absence of adequate parking at the facility has created unrest among users of the facility. In order to continue to recruit and retain large events and tournaments at the Sportsplex ,the parking needs to be expanded and

improved. The approval of the Second Amendment to the Settlement Agreement will allow alleviation of parking shortages and continued growth of Sportsplex events contributing to the economic viability of Cape Girardeau. Likewise, the continued development of Shawnee Park athletic fields continue to attract large softball/baseball tournaments to Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends accepting the Ordinance accepting the Second Amendment to the Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation.

ATTACHMENTS:	
Name:	Description:
25-02-Drury-Midamerica Settlement Agreement Admen 2.doc	Ordinance
2024.DRURY.2nd.Amendment.Settlement.Agreement.Final.docx	Second Amendment to Settlement Agreement
Sportsplex Parking Lot Revised 12-17-24.pdf	Exhibit A

BILL NO. 25-02

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN THE CITY OF CAPE GIRARDEAU, AND JAMES L. DRURY, DECEASED, BY AND THROUGH DIANE DRURY-JANET AND MIDAMERICA HOTELS CORPORATION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager is hereby authorized and directed to execute, on behalf of the City of Cape Girardeau, Missouri, the Second Amendment to the Settlement Agreement and Release of All Claims between the City of Cape Girardeau, and James L. Drury, deceased, by and through Diane Drury-Janet and Midamerica Hotels Corporation. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. A copy of said Second Amendment to Settlement Agreement and Release of All Claims is attached hereto and incorporated herein by reference, and approved by the City Council with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

ARTICLE 2. To the extent that any provision in any other ordinance or agreement is contrary to the terms of this Amendment to Settlement Agreement and Release of All Claims, those contrary provisions are hereby modified and amended in order to effectuate the terms of this Amendment to Settlement Agreement and Release of All Claims.

ARTICLE 3. This Ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ day of _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Second Amendment to Settlement Agreement and Release of All Claims (this “Second Amendment”) is made this ____ day of December, 2024, among MIDAMERICA HOTELS CORPORATION, a Missouri corporation and JAMES L. DRURY, DECEASED, BY AND THROUGH DIANE DRURY-JANET, AS PERSONAL REPRESENTATIVE (collectively referred to as “Midamerica”), and the CITY OF CAPE GIRARDEAU, MISSOURI, a home rule city and political subdivision of the State of Missouri (the “City”).

RECITALS

A. On December 18, 2003, Midamerica Hotels Corporation, James L. Drury and the City entered into a Settlement Agreement and Release of All Claims (the “Original Settlement Agreement”) for the purposes therein stated.

B. On March 17, 2008, James L. Drury died intestate.

C. Daniel M. Drury, John A. Drury, Diane Drury-Janet and Kenneth J. Drury are the sole surviving children and heirs of James L. Drury.

D. On February 28, 2014, Midamerica and the City entered into an Amendment to Settlement Agreement and Release of All Claims (the “First Amendment”) for the purposes stated therein. The Original Settlement Agreement and the First Amendment are collectively referred to as the “Settlement Agreement.”

E. The parties hereby agree to further amend the Settlement Agreement as herein provided, in accordance with Section 18 of the Original Settlement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City has budgeted necessary funding to carry out the following improvements for the benefit of the Cape Girardeau SportsPlex (“CSP”) located at 2526 Jim Drury Way in the City. Proceeds from the Restaurant or Hotel/Motel Tax will not be used to fund the improvements.

a. Create a gravel parking lot on the area illustrated on **Exhibit A** (the “Parking Lot”).

b. Create curb cuts to line up with the two eastern-most entrances to CSP, as illustrated on **Exhibit A**.

c. Create no parking zones along both sides of Veteran’s Memorial Drive and along the South side of Jim Drury Way for the entire length of each such street.

d. Install “no parking” signs and “no parking on grass” signs as illustrated on **Exhibit A**.

e. Provide structure to denote drive lanes and parking as illustrated on **Exhibit A**.

Concurrently herewith, the City (as tenant) and Midamerica Hotels Corporation (as landlord) shall enter into a Lease for the Parking Lot, which Lease shall have a scheduled expiration date of December 31, 2028. The Lease more particularly sets forth and delineates the precise terms and conditions upon which the City leases the Parking Lot, upon which the City shall improve the Parking Lot, and upon which the City may use the Parking Lot for vehicular parking use thereof by the guests of the Cape Girardeau Sportsplex. In the event of any conflict between the terms of this Agreement and the terms of the Lease, then in all such events the terms of the Lease shall govern, control and prevail.

2. The City shall, before commencing construction of the improvements described in **Section 1** and continuing so long as the Parking Lot is available for parking as described in **Section 3**, maintain comprehensive general liability insurance under which the City and Midamerica Hotels Corporation are named as insureds until the final expiration or termination of the Lease, and continuing thereafter during any period in which the City remains in possession of the Leased Premises under the Lease, providing for coverage of the injuries and damages for which the City, as a political subdivision, is legally obligated under Missouri law to pay, and naming Midamerica Hotels Corporation as an additional insured party, with limits of coverage of not less than \$4,000,000. The City shall provide certificates of insurance to Midamerica Hotels Corporation evidencing such insurance annually.

3. Upon compliance with **Sections 1** and **2**, and thereafter through the final expiration or termination of the Lease, the City may make the Parking Lot available for vehicular parking use thereof by the guests of the Cape Girardeau Sportsplex, in accordance with the terms and conditions of the Lease. If the City does make the Parking Lot available for vehicular parking use thereof by the guests of the Cape Girardeau Sportsplex, then the City shall make such Parking Lot available to such persons at no charge to such persons. If Midamerica Hotels Corporation receives and accepts an offer for the land on which the Parking Lot is located, the City shall vacate the Parking Lot upon 180 days’ written notice.

4. The City shall, throughout the entire Term of the Lease, maintain the Parking Lot and adjacent grass areas, including but not limited to picking up trash, mowing a width of no more than 10 ft. on all sides, replenishing gravel as needed to eliminate potholes and mud and snow and ice removal. The City may, upon appropriation by the City Council, use proceeds of the Restaurant Tax for such purpose.

5. Following (a) completion of the improvements described in **Section 1** and (b) the expenditure of not less than a total of \$4,500,000 from the Parks & Recreation Stormwater Tax

Fund and the Cape Girardeau Parks & Recreation Foundation Trust Fund toward the construction of improvements at Shawnee Park, the City may, upon appropriation by the City Council, use up to \$4,000,000 of proceeds of the Restaurant Tax for the construction of improvements at Shawnee Park.

6. The City may, upon appropriation by the City Council, use proceeds of the hotel and motel license tax imposed pursuant to Section 15-461 et seq. of the Code of Ordinances of the City for the Convention and Visitors Bureau marketing, event incentives and recruitment budget.

7. Except to the extent that they are otherwise herein modified or repealed, all other provisions of the Settlement Agreement shall remain in full force and effect.

8. All of the signers of this Second Amendment represent and warrant that they have full authority to execute this document on behalf of the parties to the original Settlement Agreement, or their successors in interest, and to bind those parties as fully and completely as in the original Settlement Agreement.

9. The parties agree that this Agreement may be executed in counterparts.

10. If any portion of this Second Amendment is found to be unenforceable and/or invalid, the offending provision shall be severed and the remainder of this Second Amendment shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this document on the day affixed next to his or her signature.

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

CITY OF CAPE GIRARDEAU, MISSOURI

Date: _____

By: _____
Kenneth L. Haskin, City Manager

ATTEST:

Gayle L. Conrad, City Clerk

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

MIDAMERICA HOTELS CORPORATION

Date: _____

By: _____
Daniel M. Drury, President

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

Date: _____

Diane Drury-Janet, As Personal Representative
Of The Estate Of James L. Drury, Deceased

Staff: Doug Gannon, Parks and
Recreation Director
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance authorizing the City Manager to execute an agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex.

EXECUTIVE SUMMARY

As part of the Parks, Recreation and Stormwater Tax passed in 2018, voters approved the construction of a 5-8 field Youth Outdoor Outdoor Sports Complex in the City of Cape Girardeau. The Youth Outdoor Sports Complex will replace the aging athletic fields at Arena Park which are no longer conducive for high level league and tournament play.

The Youth Outdoor Sports Complex will be located at 1157 South West End Blvd to the west of the current Shawnee Park Sports Complex. The addition of the complex will allow Cape Girardeau to remain on the cutting edge of facilities that will continue to attract large tournaments that contribute significantly to the local economy and tourism. As part of the Scope of Work for the project will be the relocation/addition of two (2) football / soccer fields to the North of HWY 74 at the intersection of Minnesota Avenue and College Street.

BACKGROUND/DISCUSSION

In May 2024, the City issued a Request for Proposal (RFP) seeking interested design-build teams to construct a Youth Outdoor Sports Complex at 1157 South West End Blvd. Six (6) design-build proposals were received. A review team consisting of representatives from the Parks and Recreation Department staff, Development Services, the Parks and Recreation Advisory Board and the Parks and Recreation Foundation Board reviewed the proposals and created a short-list of four (4) firms to give presentations on their proposals. The review team selected the top-qualified design-build entity, Penzel Construction Company, Inc., and proceeded with negotiating the design-build agreement.

FINANCIAL IMPACT

The low bid on the project was submitted at \$5,571,969. This figure does not include a contingency amount. City staff have allotted for a 10% contingency on the final cost of the project. The project is funded by the Parks, Recreation and Stormwater (PRS2) Tax.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The addition of the Youth Outdoor Sports Complex will allow Cape Girardeau to continue to stay very competitive in the Sports Tourism Industry as well as providing quality recreation and competitive facilities for the community. Cape Girardeau has become very well known as a Sports Tourism destination. Most weekends throughout the year draw large amounts of sports teams to the community increasing hotel occupancy, restaurant business and general commerce in the City.

The location of the facility will be to the South of HWY 74 adjacent to the existing Shawnee Park Sports Complex Athletic Fields. The facility will be very visible from the HWY 74 corridor as visitors enter Cape Girardeau via the Bill Emerson Memorial Bridge. The addition of this facility will continue to enhance the southern part of the community and give visitors a first-class impression of Cape Girardeau as they enter the City from the southern access point. The addition of the facility and it's proximity to the Shawnee Park Center, Jefferson Elementary School and the Shawnee Park Sports Complex will continue to add recreation and leisure opportunities for all citizens of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Ordinance authorizing the City Manager to execute a design-build agreement with Penzel Construction Company, Inc., for the purpose of constructing a Youth Outdoor Sports Complex located at 1157 South West End Blvd, and all related documents for the project.

ATTACHMENTS:	
Name:	Description:
□ 25-03_ORD_Agreement_Penzel_Youth_Sports_Complex.doc	Ordinance
□ Youth_Outdoor_Sports_Complex_RFP.pdf	Request for Proposal Document
□ 2024.12.11.YouthSportsComplexAgreement.docx.pdf	Youth Outdoor Sports Complex Construction Agreement
□ Proposed_Schedule_of_Values.pdf	Project Budget

BILL NO. 25-03

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES WITH PENZEL CONSTRUCTION COMPANY, INC., FOR THE YOUTH OUTDOOR SPORTS COMPLEX

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Article 2. This Ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk





Request for Proposal

Youth Outdoor Sports Complex

Design-Build Services City of Cape Girardeau, MO

Project Proposals Due: June 28, 2024, 4:00 pm

The City of Cape Girardeau Missouri seeks proposals from companies/contractors with expertise in design-build services for construction of a Youth Outdoor Sports Complex. Respondents must be capable of providing design/build services which comply with all applicable local, state, and federal regulations governing construction of said Youth Sports Complex including all associated agency or agencies permitting such projects.

Project Description

The project includes construction of a five (5) field Youth Baseball/Softball Complex and two (2) Youth Soccer/Football Fields. The baseball/softball fields will be 250' in length and be constructed to tournament regulation dimensions and quality.

The site address of the future Youth Baseball/Softball Complex is 1157 South West End Boulevard in the City of Cape Girardeau Missouri. The site address for the future soccer/football fields is 1620 College Street in the City of Cape Girardeau Missouri.

Project Scope

The project scope will include construction of a five (5) field Youth Baseball/Softball Complex and two (2) Youth Soccer/Football Fields as approved by applicable local, state, and federal agencies and includes all permits for construction, operation, etc. Proposed components of the project will be as follows. The scope of the project may be scaled back as the project budget dictates.

The Youth Baseball/Softball Complex will include:

- Five (5) baseball/softball fields 250 feet in length with tournament regulation dimensions.
- Two (2) ancillary paved or gravel parking lots
- Ancillary amenities to support high level tournament play.
- Engineered soil infields.
- Bleacher pads on all fields.
- Vinyl coated chain link fencing.

- Warning tracks on infields.
- HGT Bluegrass Sod on outfields.
- Top quality irrigation (Rain Bird or equivalent).
- Quality standard backstops and covered player dugouts with concrete floors.
- 40X60 centrally located concession/restroom building with storage area and HVAC system, water heater, fires suppression, fixtures, grill and hood.
- All necessary concrete work to incorporate an integrated sidewalk system within the complex and from parking areas.
- All utility and infrastructure work for the site.
- All necessary engineering work.
- Working with outside agencies in the mitigation of an existing waterway that will be affected by Youth Baseball/Softball Complex.

The Youth Soccer/Football Fields will include:

- Construction of two (2) regulation size soccer/football fields.
- (3) ancillary paved or gravel parking lots
- HGT Bluegrass Sod on playing areas.
- Top quality irrigation (Rain Bird or equivalent).
- All necessary site preparation and dirt work.
- All utility and infrastructure work for the site.
- Required engineering work for the project.

Additional consideration will be given for proposals that incorporate artificial turf

- Add alternate (1) will include artificial turf on the infields and outfields of the baseball/softball complex as well as on the two (2) soccer/football fields
- Add alternate (2) will include artificial turf on the baseball/softball complex infields and outfields.
- Add alternate (3) will include artificial turf on the baseball/softball complex infields only.
- Add alternate (4) will include artificial turf on the soccer/football complex fields only

Project Budget

A proposed budget has been set at \$4,500,000. Proposal submissions should include examples of similar projects completed with the price range of \$2,000,000 to \$8,500,000.

Anticipated Schedule

Activity	Date
Issue/Advertise RFP	May 10, 2024
Questions/Response deadline 4:00 pm	June 7, 2024
Proposals due to City 4:00 pm	June 28, 2024
Project teams short listed and notified by	July 10, 2024
Interview short listed firms, if necessary, week of	July 29, 2024
Project Team Selected	August 5, 2024
Recommendation to City Council	August 19, 2024
Begin Construction	November 2024

Submittal Requirements

Companies/Contractors interested in providing service to the City of Cape Girardeau Missouri shall submit a Project Proposal that shall include the following:

- 1) The name of the company/contractor, corporate office address, closest office address, and brief history.
- 2) A statement that the company/contractor is able to provide all the services in the scope listed in this document with current staff or, if not in-house, those services proposed to be provided through a sub-consultant/contractor.
- 3) Brief narratives of key personnel who may be involved the project.
- 4) A list of other municipalities/organizations for which the company/contractor has completed for or is presently completing similar work along with a brief description of each.
- 5) Related project experience within the last five years.
- 6) A summary of current and anticipated work load capacity to complete the project.
- 7) Additional information not listed above which is believed to be useful and helpful in determining the qualifications of your company.

The total submittal shall not exceed twenty five (25) single sided pages.

The Project Proposal should clearly demonstrate a thorough understanding of the project specifics, challenges, and detail the proposed approach to successfully completing the project.

Any inquiries or requests for clarification should be submitted through the City's online eProcurement system (www.cityofcape.org/bids) no later than 4:00 pm on June 7, 2024. **Submissions are due at 4:00 pm on June 28, 2024.**

Evaluation Criteria

The selection committee will consist of City Staff and a member of the City of Cape Girardeau Parks and Recreation Advisory and Foundation Boards. The three highest ranking teams shall be asked to participate in an interview, if necessary. The City of Cape Girardeau reserves the right to base the selection solely on the submitted qualifications.

The following criteria will be the basis for selection:

Project Team Experience	30 Max Points
Description and Creativity of project proposal	30 Max Points
Demonstrated ability to complete the project within the budget	25 Max Points
Quality and Responsiveness of Project Proposal	<u>15 Max Points</u>
	Total 100 Max Points

All submissions shall be submitted through the City's online eProcurement system (www.cityofcape.org/bids) no later than **4:00 pm, local time, on Friday, June 28, 2024.** No public opening will be held. For project questions, please contact Doug Gannon at dgannon@cityofcape.org or 573-339-6726.

Terms and Conditions

The City of Cape Girardeau reserves the right to seek clarification or information submitted in response to this RFP and/or request additional information during the evaluation process.

The City of Cape Girardeau will not be liable in any way for any costs incurred by respondents to this RFP or any part of the procurement process. The selected team will be required to conform to the Missouri Prevailing Wage Law.

Thank you for your interest in this project.

AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

THIS AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES (the "Contract") is made this **6th day of January, 2025** (the "Contract Date"), between **The City of Cape Girardeau** (hereinafter the "Owner") and **Penzel Construction Company, Inc.** (hereinafter "Contractor").

WHEREAS, Contractor is prepared and able to perform the professional design, engineering and construction services required by the Owner for construction of a **Youth Outdoor Sports Complex at 1157 South West End Blvd** in Cape Girardeau, Missouri (the "Project");

THEREFORE, in consideration of the mutual promises hereinafter set out, the Owner, and Contractor agree as follows:

1. GENERAL PROVISIONS

- 1.1 **The Contract Documents.** The Contract Documents consist of this Contract, Exhibits, drawings, specifications, other documents listed in this Contract, and modifications issued after execution of this Contract, all of which form the Contract and are as fully a part of the Contract as if attached hereto or repeated herein. Upon the Owner's acceptance of the Contractor's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.4.3.1 and identified in the Executed Guaranteed Maximum Price Proposal. The Contract represents the entire and integrated agreement between the parties hereto with respect to the Project and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.2 **Scope of Work.** Contractor shall, in accordance with the requirements of this Contract, perform and provide the design, engineering and construction services described in the Scope of Work attached as **Exhibit A** hereto (the "Work"), as modified by the parties from time to time with respect to the scoping, design and construction phases. Contractor shall complete the performance and provision of the Work as specified in Section 2 herein.
- 1.3 The Contractor accepts the relationship of trust and confidence established by this Contract and covenants with the Owner to furnish the design, engineering and construction services set forth herein; to provide efficient administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information or other requests required by the Contractor and to make payments to the Contractor in accordance with the requirements of this Contract.

2. CONTRACTOR'S SERVICES

2.1 Scoping Phase Services

- 2.1.1 The Contractor shall provide a preliminary evaluation of the Owner's Program, schedule, space and site requirements, and budgetary requirements, each in terms of the other, as set forth in the Scope of Work.
- 2.1.2 The Contractor shall conduct an initial site visit and inspection, and such additional visits as needed by the Contractor, to assess the suitability of its use for the Project and provide the Owner a presentation of its findings as and to the extent set forth in the Scope of Work. The Contractor shall conduct preliminary meetings with City Development Review Group for project review to determine initial feedback and analysis of opportunities and constraints regarding overall site, access, stormwater, building codes, permits, etc.
- 2.1.3 The Contractor shall schedule and conduct meetings with the Owner, in person or via telephone conference or online meetings as reasonably determined by Contractor, to discuss such matters as procedures, progress, coordination and scheduling as and to the extent set forth in the Scope of Work. The Contractor shall advise on proposed site use and improvements, including, without limitation, access, traffic, drainage, building placement and parking, selection of special equipment and systems, and building systems and equipment.
- 2.1.4 Contractor shall research and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the Owner's Program requirements. In the performance of this obligation, Contractor shall meet with governmental authorities having or potentially having jurisdiction over the Project and make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, and any and all fire safety laws, codes, regulations, or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements. Contractor will notify Owner and at all times keep Owner advised of any potential challenge or obstacle to full and complete legal approval and compliance, including obtaining all applicable licenses and permits.

- 2.1.5 The Contractor shall investigate and determine the nature and identity of all permits, licenses and inspections as are necessary to commence and complete the Work. Contractor shall prepare a list of same, including associated costs and fees, and furnish it to the Owner. All fees charged by the City will be waived for this project.
- 2.1.6 Based upon the Contractor's review and analysis of the Owner's Program, the Contractor shall prepare a preliminary design, a preliminary project cost estimate, including cost estimates for any equipment systems, and a preliminary project schedule for the Owner's review and comment. If the cost estimate exceeds the Owner's budget, the Contractor shall make recommendations to the Owner on ways to reduce the preliminary cost estimate. The preliminary project schedule shall show the activities needed to satisfy the Owner's requirements for completing the Project.
- 2.1.7 For the Contractor's Scoping Phase Services described in Sections 2.1.1 through 2.1.6, the Owner shall compensate the Contractor as provided in **Exhibit B**. If Exhibit B is blank, Scoping Phase Services are not part of this Agreement.

2.2 Design Phase Services: Development of Documents

- 2.2.1 Design Documents. The Contractor shall prepare and submit to the Owner for review and written approval Design Documents based on the approved adjustments in the Program, budget and completion requirements authorized by the Owner. See **Exhibit C**. The Design Documents, as modified by the parties from time to time, shall consist of drawings, outline specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems and elements, and such other elements as may be appropriate. The Contractor shall update the preliminary schedule and estimate based on the Design Documents and shall submit such update to the Owner for review and approval. The preliminary schedule and estimates shall be provided to the Owner in the formats set out in section 2.2.4. Upon submission to the Owner, the Contractor shall certify that, to the extent required of Contractor as set forth in the Scope of Work, the Design Documents: (i) are consistent with the Contract Documents; (ii) comply with applicable industry and professional practice standards; (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (iv) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications. Design documents shall be uploaded into the City's plan review system for the plan review and permitting process.
- 2.2.2 Construction Documents. After the Owner's written approval of the Design Documents as specified in Exhibit C, the Contractor shall submit to the Owner for review and approval Construction Documents based on the approved Design Documents and any adjustments in the program, budget and completion requirements authorized by the Owner. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for construction of the Project (the "Drawings and Specifications"). If the Guaranteed Maximum Price has not been established, the Contractor shall prepare further updates of the preliminary schedule and estimate and shall submit such updates to the Owner for review and approval. Sets of plans shall be provided to the Owner in the formats set out in section 2.2.4.
- 2.2.3 For the Contractor's Design Phase Services described in Section 2.2, the Owner shall compensate the Contractor as provided in **Exhibit D**. If **Exhibit D** is blank, Design Phase Services are not part of this Agreement.
- 2.2.4 Digital (PDF and CADD) and hardcopy Drawings and Specifications shall be provided of Design Documents and Construction Documents, and any revisions thereof. All drawings available on CADD shall be provided to the Owner on diskette or other electronic format accepted by Owner. As-builts shall be provided to the Owner at the completion of the Work. All CADD drawings provided shall be compatible with AutoCAD 2011.

2.3 Construction Phase Services

- 2.3.1 The Construction Phase will commence upon the issuance by the Owner of a written Notice to Proceed. See **Exhibit E**.
- 2.3.2 Those portions of the Work the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts with Contractor or, as applicable, by other appropriate agreements with the Owner. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

- 2.3.3 The Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner.
- 2.3.4 Upon the execution of the Executed Guaranteed Maximum Price Proposal as provided in 2.4.1.6, the Contractor shall prepare and submit to the Owner a construction schedule for the Work and submittal schedule.
- 2.3.5 The Contractor shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Contractor shall hold regular progress meetings and shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. See Exhibit F.
- 2.3.6 The Contractor shall develop a system of cost control for the Work, to include a forecast of anticipated costs and regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and shall provide this information in its monthly reports to the Owner.
- 2.3.7 If Owner abandons the project prior to construction, the fees incurred by Contractor, including but not limited to those specified on Exhibits B and D are payable by Owner to Contractor.

2.4 Compensation for Construction Phase Services

2.4.1 Guaranteed Maximum Price Proposal

- 2.4.1.1 The Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Contractor's estimate of the Cost of the Work, including all costs and contingencies described in Section 2.4.1.4 and the Contractor's Fee, but shall not include any fees, costs or expenses incurred during the Scoping Phase or Design Phase.
- 2.4.1.2 To the extent that the Drawings and Specifications are anticipated to require further development, the Contractor shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 2.4.1.3 The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
 - 2.4.1.3.1 A list of the Drawings and Specifications, including all Addenda thereto;
 - 2.4.1.3.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.4.1.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
 - 2.4.1.3.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Contractor's Fee;
 - 2.4.1.3.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
 - 2.4.1.3.5 A date by which the Owner must accept the Guaranteed Maximum Price.
- 2.4.1.4 In preparing the Contractor's Guaranteed Maximum Price proposal, the Contractor shall include its contingency for the Contractor's exclusive use to cover various miscellaneous expenses, unknown

minor costs, and various design and project omissions, and gaps in the bid scopes, as well as those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

- 2.4.1.5 The Contractor shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event the Owner discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- 2.4.1.6 If the Owner notifies the Contractor the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective. Promptly thereafter, Owner and Contractor shall both sign the Guaranteed Maximum Price proposal (hereinafter, the “Executed Guaranteed Maximum Price Proposal”). The Executed Guaranteed Maximum Price Proposal shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- 2.4.1.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs or except as provided in Exhibit B and D. See Exhibit G.
- 2.4.1.8 The Owner shall authorize the Contractor at Owner’s expense to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Executed Guaranteed Maximum Price Proposal. The Contractor shall notify the Owner of any inconsistencies between the Executed Guaranteed Maximum Price Proposal and the revised Drawings and Specifications.
- 2.4.1.9 The Contractor shall not be required to include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Contractor. All such taxes shall be paid as provided in Section 7.4, and the City will provide a tax exempt certificate to the Contractor covering all such taxes for this project promptly upon the execution of this Contract.
- 2.4.2 Contract Sum. For the Contractor’s performance of the Work as described in Section 2.3, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract, at such times as further provided in this Contract. The Contract Sum is the Cost of the Work as defined in Section 2.4.4.1 plus the Contractor’s Fee. See Exhibit U.
- 2.4.3 Guaranteed Maximum Price
 - 2.4.3.1 The Contractor guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Executed Guaranteed Maximum Price Proposal, as it is amended from time to time. Excluding any payment for taxes pursuant to Section 7.4, to the extent the Cost of the Work exceeds the Guaranteed Maximum Price; the Contractor shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the Owner and the Contractor shall share in such savings and Owner shall pay Contractor fifty-cents for every dollar saved below the Guaranteed Maximum Price.
 - 2.4.3.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 2.4.4 Costs to Be Reimbursed
 - 2.4.4.1 The term “Cost of the Work” shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner, which shall not be unreasonably delayed or withheld. The Cost of the Work shall include only the items set forth in Sections 2.4.5 through 2.4.10 .See Exhibit U.

- 2.4.4.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. See Exhibit G. The parties shall endeavor to identify any such costs prior to executing the Executed Guaranteed Maximum Price Proposal.
- 2.4.5 Labor Costs
- 2.4.5.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- 2.4.5.2 Wages or salaries of the Contractor's supervisory and administrative personnel when engaged in the Scope of Work.
- 2.4.5.3 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 2.4.4.1 through 2.4.4.
- 2.4.5.4 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.
- 2.4.6 Subcontract Costs. Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.
- 2.4.7 Costs of Materials and Equipment Incorporated in the Completed Construction
- 2.4.7.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 2.4.7.2 Costs of materials described in the preceding Section 2.4.7.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work, less reasonable expenses of Contractor in completing such sales.
- 2.4.8 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
- 2.4.8.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.
- 2.4.8.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval, which shall not be unreasonably withheld.
- 2.4.8.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- 2.4.8.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 2.4.8.5 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

- 2.4.8.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, which shall not be unreasonably withheld.

2.4.9 Miscellaneous Costs

- 2.4.9.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverage's required by the Contract Documents, with the Owner's prior approval.
- 2.4.9.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.
- 2.4.9.3 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work.
- 2.4.9.4 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent, which shall not be unreasonably withheld. However, such costs of legal defenses, judgments and settlements shall not initially be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.
- 2.4.9.5 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval, which shall not be unreasonably withheld.
- 2.4.9.6 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- 2.4.9.7 Subject to the Owner's prior approval, which shall not be unreasonably withheld, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

2.4.10 Other Costs and Emergencies

- 2.4.10.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
- 2.4.10.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 2.4.10.3 Costs as provided in Section 2.4.1.4 and of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, to the extent that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

2.4.11 Costs Not To Be Reimbursed

- 2.4.11.1 The Cost of the Work shall not include the items listed below:
 - 2.4.11.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, but subject to the provisions of Section 2.4.5.2;
 - 2.4.11.1.2 Expenses of the Contractor's principal office and offices other than the site office;
 - 2.4.11.1.3 Overhead and general expenses, except as may be expressly included in Sections 2.4.5 to 2.4.10;

2.4.11.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

2.4.11.1.5 Costs due to labor strikes and/or the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

2.4.11.1.6 Any cost not specifically and expressly described in Sections 2.4.5 to 2.4.10 unless such costs are actual costs required to complete the Work and approved in writing by Owner or are otherwise stated in this Contract;

2.4.11.1.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

2.4.11.1.8 Costs for services incurred during the Scoping and Design Phases other than those approved in writing in advance by Owner, which shall be paid by Owner as otherwise provided in this Contract.

2.4.12 Accounting Records. The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner in the Owner's reasonable discretion. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit, at the Owner's expense, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Due to the sensitive nature of the information that may be disclosed by Owner's audit, including financial, trade secret and work product information of the Contractor and subcontractors which may be beneficial to Contractor and subcontractor's competitors, Owner agrees that copies of the foregoing records and information shall only be provided to Owner upon Contractor's consent unless otherwise required by law.

2.4.13 Summary of Definitions regarding financial components.

2.4.13.1 Budget Items: Construction element or task that was bid out and subsequently contracted with a sub-trade supplier.

2.4.13.2 Allowance Items: Construction element or task that is anticipated, but not contracted with a sub-trade supplier. Amount of the allowance can be designated by (a) estimation, or (b) as a result of a RFP.

2.4.13.3 Contingency Items:

- a Construction element or task that is unintentionally omitted from the RFP process, but still required as part of the Scope.
- b Modification to an originally budgeted or anticipated construction element or task, as a result of local permitting, or code enforcement modifications.
- c Modification to an originally budgeted construction element or task, as a result of commodity pricing or component availability.
- d Contingency dollars could be used to cover "net overages" of Allowance Items.
- e Construction element or task that results in an immaterial deviation from the contracted (a) Proposal, (b) Drawings, (c) Plans, or (d) Specifications AND (e) deemed to be "in scope".

2.4.13.4 Change Order Items: Construction item or element that is a material deviation from the contracted (a) Proposal, (b) Drawings, (c) Plans, or (d) Specifications, AND (e) deemed to be "in scope" or "out of scope".

3. OWNER'S RESPONSIBILITIES

3.1 Owner's Responsibilities During Scoping Phase

3.1.1 The Owner shall provide the following to the Contractor:

- 3.1.1.1 Information regarding legal limitations, together with all information in the possession of the Owner regarding environmental, soil and subsurface conditions at the Site. The Contractor shall take all reasonable and prudent steps necessary to locate utility facilities as required for the Project.
 - 3.1.1.2 A program and other relevant information describing the Owner's Project objectives, constraints and requirements, including the Project budget and completion requirements.
 - 3.1.1.3 To the extent it is not within the Contractor's Scope of Work or the responsibility of the Contractor in Sections 4.6 and 4.7, Owner shall secure and pay for necessary easements and governmental approvals for the construction, use or occupancy of the Project, including legal services required therefor.
 - 3.1.1.4 Promptly respond to Contractors' inquiries and requested approvals as necessitated during the Scoping, Design and Construction Phase.
- 3.1.2 The information and services required by Paragraph 3.1.1 shall be furnished with reasonable promptness at the Owner's expense, and the Contractor shall be entitled to rely on their completeness and accuracy.
- 3.2 Owner's Responsibilities During Design Phase
 - 3.2.1 The Owner shall review (i) the Design Documents and other information furnished by the Contractor during the Design Phase as set forth under Section 2.2, and (ii) the Guaranteed Maximum Price Proposal as set forth in Section 2.4.1, each within 20 business days of receipt by Owner.
- 3.3 Owner's Responsibilities During Construction Phase
 - 3.3.1 The Owner shall at once report to the Contractor any errors, inconsistencies or omissions the Owner discovers in the Construction Documents. Failure by the Owner to report to the Contractor any such errors, inconsistencies or omissions shall not relieve the Contractor of any of its responsibilities with respect to such errors, inconsistencies or omissions, unless Contractor cannot reasonable infer such items from the Owner's Program.
- 3.4 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 3.5 Owner's Representative: Notwithstanding anything in this Contract to the contrary, Contractor acknowledges and agrees that (i) **Doug Gannon, Parks and Recreation Director**, shall be Owner's representative for the administration of the Work (the "Owner's Representative"), (ii) no Change Order shall be deemed approved by Owner nor may Contractor have a claim for additional services unless a written change order has been executed and delivered by Owner's Representative, (iii) any work outside the scope of the Work set forth in this Contract and any properly executed Change Orders cannot be authorized by other representatives, agents, employees, officers, members or consultants, contractors of Owner (whether requested in writing or verbally by such other representative, agents, employees, officers, members, consultants or contractors). Owner's Representative shall be allowed (but not required to be) on the Site at all times, however, such shall not relieve or release Contractor from any of its obligations or responsibilities under this Contract.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 Conduct of Services

- 4.1.1 Contractor represents and warrants to the Owner that Contractor is competent to perform and provide the services required by this Contract, and the Contractor has the necessary permits, licenses and qualifications to perform such services. When applicable law requires that services be performed by licensed professionals, the Contractor shall have those services provided through the performance of qualified persons or entities duly licensed to practice their professions, including but not limited to, lawfully licensed architects, engineers or other design professionals. Contractor shall exercise skill, care and diligence in the performance and provision of the Work required by this Contract. Contractor shall perform the services promptly and in conformity with the requirements of this Contract, and in this regard shall carry out its obligations under this Contract in accordance with customarily accepted practices. In the event that Contractor should fail to comply with any of the foregoing requirements or standards, Contractor shall perform at its own costs and without reimbursement from the Owner, the services necessary to correct deficiencies in the services or work which are so caused. Contractor's representations and warranties in this Section shall terminate at the times provided in Section 11.1.

- 4.1.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, architects, contractors, subcontractors, engineers, design professionals, and their agents and employees, and other persons or entities performing any portion of the obligations required to be completed by Contractor under the Contract Documents.
- 4.1.3 When requested, the Contractor shall obtain from each of the Contractor's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Contract Documents and the Design Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

4.2 Project and Payment Schedule

4.2.1 The Construction Schedule

4.2.1.1 Contractor shall prepare and maintain a schedule (the "Construction Schedule") to meet the "Milestones" identified in the attached **Exhibit H**, as modified from time to time by the parties. The Construction Schedule shall accurately represent and reflect, to the best of Contractor's knowledge, experience and ability, the total time and monies required to complete each task and the progress of the Work relative to the Substantial Completion Date (as hereinafter defined). The Contractor shall promptly revise the Construction Schedule as the scope of the Project changes and report any revisions in the Construction Schedule to "Owner's Representative".

4.2.1.2 Time is of the essence of this Contract. In the event that the Contractor does not meet the Milestones for reasons other than Excusable Delay, Contractor shall, at its sole cost and expense, implement remedial actions reasonably necessary to achieve Contract compliance. In addition, in the event the Owner determines the Work to achieve the Milestones has not progressed or reached the level of completion required by this Contract for reasons other than Excusable Delay, the Owner shall have the right at Owner's cost [through the use of Contractor's Contractual Contingency Fund] to order the Contractor to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (collectively, the "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the Construction Schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum or Construction Schedule (for reasons other than Excusable Delay) in connection with Extraordinary Measures required by the Owner under or pursuant to this paragraph unless this Contract otherwise expressly permits the same and Owner may exercise the rights furnished the Owner under or pursuant to this paragraph as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone date or completion date set forth in the Construction Schedule.

4.2.2 Substantial Completion

4.2.2.1 As used in this Contract, the term "Substantial Completion" or "Substantially Completed" shall mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Contractor, in order that the Owner can occupy or utilize the Project for its intended use.

4.2.2.2 The Work to be performed under this Contract shall be Substantially Completed as soon as reasonably practical but in no event later than June 30, 2026 (the "Substantial Completion Date"). The Substantial Completion Date may be modified by the parties as provided in Section 6.2 or 12.1. The period between the date of this Contract and the Substantial Completion Date shall be the "Contract Period".

4.2.3 Certificate of Substantial Completion

- 4.2.3.1 When the Contractor considers the Work to be substantially complete, the Contractor shall provide written notice to Owner. See Exhibit I. Promptly following Owner's receipt of such notice, Contractor and Owner's Representative shall meet at the Site, inspect the Work and review test results if any, in order for the Owner to determine whether the Work is substantially complete. Substantial completion shall not be considered by the Owner unless all required inspections have been performed and passed. Contractor and Owner's Representative shall also complete a comprehensive list of all items to be completed or corrected (the "Punchlist") by the Contractor. Failure to include an item on the Punchlist shall not alter the Contractor's responsibility to complete all Work in accordance with this Contract. Contractor shall commence with the correction and/or completion of any item on the Punchlist immediately thereafter. If the items set forth on the Punchlist are not corrected within the agreed upon timeframe as agreed to in writing by Owner and Contractor, Owner shall have the right to hire an independent contractor to complete the work on Contractor's behalf and shall have the right to deduct the direct costs of such work, including the cost of any supervision, from the Contractor's Contractual Contingency Fund, Final Payment, or bill Contractor for such costs. If an item cannot reasonably be corrected within a fourteen (14) day timeframe, the reasons therefore shall be explained in writing on the Punchlist to Owner's reasonable satisfaction. The Punchlist shall in no way waive or alter any other rights of Owner under this Contract pertaining to warranties, latent defects, or otherwise.
- 4.2.3.2 When the Owner approves the Work as substantially complete, the Owner shall prepare a Certificate of Substantial Completion to be executed by Contractor and Owner establishing the date of Substantial Completion, and the time within which Contractor shall finish the Punchlist items accompanying the Certificate. See Exhibit J. The Punchlist shall be attached to the Certificate of Substantial Completion. Warranties required by this Contract shall commence on the earlier of: (i) the date that the City of Cape Girardeau City Council accepts warrantied items; or (ii) 30 days after the work or items under warranty are placed in service by Owner, unless otherwise provided in the Certificate of Substantial Completion or in Section 11.1.

4.2.4 Certificate of Substantial Completion

- 4.2.4.1 Promptly following issuance of the Certificate of Substantial Completion, Contractor shall commence and complete all remaining Punchlist items as provided in the Certificate of Substantial Completion.
- 4.2.4.2 Upon completion of the Punchlist, the Contractor shall provide written notice to Owner and request an inspection by the Owner to determine whether the Project is "Commercially Operational." See Exhibit K. When the Owner determines that all Punchlist items are complete, it shall deem the Project "Commercially Operational." See Exhibit L. When the Project is Commercially Operational, Owner shall release the Retainage to Contractor as provided in Paragraph 7.3.

4.2.5 Delay Damages

- 4.2.5.1 Any delay by Contractor in performing its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor and which could not have been avoided by the Contractor without incurring additional cost through the use of work around plans including alternative sources or other means, constitutes an Excusable Delay. Events may include, but are not restricted to, riots, labor disputes, materials transport, materials fabrication, civil disturbances, actions or inactions of governmental authorities, provided Contractor has followed the provisions and timelines outlined by the authorities, delays in the granting of governmental and utility permits and approvals, provided Contractor has followed the provisions and timelines outlined by the authorities, epidemic, war, embargoes, severe weather, fire, earthquake, acts of God, or defaults by the other party. Excusable Delay shall also include such reasonable time following an event, including the time required to correct any damages and the time when Work cannot be completed due to unsuitable site conditions. Contractor shall give written notice to the Owner within seven (7) business days after the occurrence of the event that causes the Excusable Delay. See Exhibit M. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. Unless Contractor materially complies with the notice requirements set forth above, any delay that would otherwise constitute an Excusable Delay shall be deemed not to be an Excusable Delay. In the event of any such default, delay or failure to perform, any dates or times by which the Contractor otherwise is scheduled to perform shall be extended for a period of time equal in duration to the additional time required because of the excused default, delay or failure to perform and the parties

shall increase the Cost of the Work and Guaranteed Maximum Price for any additional Work directly relating to the Excusable Delay as provided herein.

- 4.2.5.2 Except for Excusable Delays where the Contractor has given timely written notice to the Owner, Contractor shall pay to Owner the amount of \$500 for each day after the date of Substantial Completion it takes Contractor to complete the Work. Substantial Completion shall not be met until all required inspections have been performed and passed. The maximum delay amount will be no greater than \$60,000. This amount represents a reasonable estimate of the damages to be suffered by Owner as a result of such delay and is not a penalty. Owner may deduct the above amount and withhold the same as liquidated damages from payments due or owing to Contractor. Such liquidated damages shall only relate to delay damages attributable to the acts or omissions of Contractor and its subcontractors, sub-subcontractors and suppliers and shall not affect any other rights, remedies or damages that the Owner may be entitled to at law or in equity for Contractor's default under this Contract. Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

4.3 Project Meetings

- 4.3.1 Contractor shall schedule and conduct periodic meetings in person or via telephone conference or online meetings as reasonably determined by Contractor that can be attended by the Owner's Representative and appropriate staff/project team, the "Contractor's Representative" (hereinafter defined), relevant subcontractors, relevant material suppliers, and other relevant parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of the Construction Schedule, and may include verification that any Milestones have been met and that payment for achievement of the Milestone(s) is or may be due. Contractor shall prepare and distribute in advance an agenda for each meeting and shall record, transcribe and distribute minutes to all attendees for such meetings.

4.4 Materials and Engineering, etc.

- 4.4.1 Contractor warrants to Owner that materials and equipment that Contractor furnishes under this Contract are to Contractor's knowledge, information and belief, of good quality and new, except as otherwise expressly required or permitted by this Contract or approved by Owner, that the Work will be free from material defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, shall be considered defective. Cure of such defect shall be by correction or replacement of the Work, at the Contractor's cost. If required by Owner, Contractor shall supply satisfactory evidence as to the kind and quality of materials and equipment.
- 4.4.2 The Contractor agrees: (i) that all materials incorporated by it during the Work and all materials delivered by it for incorporation in the Project shall be free of any and all liens, claims, chattel mortgages, security interests, and conditional sales agreements of third parties (ii) that any monies it shall receive in payment for Work performed under this Contract shall be received in trust and used to discharge its financial obligations with respect to the Work; (iii) that it will not file or cause to be filed any mechanic's lien for materials furnished or to be furnished and/or for labor performed or to be performed unless default shall first have been made by Owner in making a payment under this Contract and ten (10) business days prior written notice of such default shall have been given to Owner; (iv) that if any subcontractor or any materialman or anyone claiming by or through such subcontractor or materialman shall file or cause to be filed any lien, Contractor will upon notice from Owner, cause such lien to be canceled and discharged (by payment, bonding or otherwise) within ten (10) business days from such notice; (v) and in the event of Contractor's failure to observe any of the foregoing, Owner shall have the right to cause such lien to be canceled and the cost thereof, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys fees and disbursements, shall be paid by Contractor or at the option of Owner shall be deducted from any payment then due or thereafter becoming due from Owner to Contractor. Nothing contained in the preceding sentence or otherwise in this Contract shall be deemed to create a relationship between Owner and Contractor other than that of Owner and independent contractor. Said right shall be cumulative and shall be in addition to any and all other rights and remedies herein or otherwise by law given to Owner. Upon receipt of evidence of Contractor's default hereunder with respect to its obligations to make payments to its subcontractors and suppliers after Owner has made payment to Contractor with respect to same, Owner reserves the right (but not the obligation) to, after three (3) business days prior written notice, retain any money due Contractor and pay directly for labor, materials, equipment, tools, plant, facilities, services and all other obligations of Contractor and to deduct the

amount of any such direct payments from any payments or amounts then due or thereafter to become due to Contractor.

4.5 Supervision of the Work

4.5.1 Contractor's Representative: Owner acknowledges and agrees that Phil Penzel shall be Contractor's representative for the Project (the "Contractor's Representative"). Prior to the commencement of the Work, Contractor shall provide to Owner the Contractor's address, office and mobile telephone numbers, and other contact information for Contractor's Representative. Any changes to such information shall be provided in advance to Owner. Contractor's Representative (or Contractor's site manager) shall be in attendance at the Project site during the performance of the Work, accessible to the Owner at all times, and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, materialmen, and laborers. Contractor's Representative shall not be replaced or reassigned to any other project prior to the Substantial Completion Date without Owner's prior written consent. Contractor shall supplement its staff with whatever additional supervisory personnel are reasonably required to assure that the Work shall be finished by the Substantial Completion Date.

4.5.2 Changes to Supervisory Authority: Neither Contractor's Representative nor Owner's Representative shall be changed without five (5) business days' written notice to the other party.

4.6 Compliance with Laws

4.6.1 Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authority as bearing on the performance of the Work. The Contractor shall confirm that any information in the drawings and specifications portion of the Contract Documents provided by Contractor complies with applicable laws, regulations and codes and the Contractor shall immediately notify Owner in writing if said drawings and specifications are observed to be at variance with such laws, ordinances, rules, regulations and lawful orders of any public authority. In the event that a specific requirement of the Contract Documents conflicts with applicable laws, regulations and codes, the Contractor shall furnish Work which complies with such laws, regulations and codes.

4.7 Permits and Licenses

4.7.1 Upon the Owner's approval of the Design Documents, the Contractor shall make application for such permits and licenses as have been identified by Contractor as necessary for the design and/or construction of the Project. Owner and Contractor shall agree on which party has responsibility for obtaining the licenses and permits. See Exhibit N. The responsible party shall work diligently and continuously to obtain same. The cost for all such permits and licenses shall be paid as provided on Exhibit N. In the event all necessary permits and licenses are not obtained within a time to be agreed to by the parties, Owner shall have the right to terminate this Contract upon written notice to Contractor, whereupon this Contract shall be terminated and the parties released of all further obligations each to the other, except as otherwise expressly set forth herein, and with Owner paying Contractor such prorated fees and other costs which have occurred or accrued up to the date of termination. Immediately upon receipt of valid permits, Contractor shall provide copies to Owner.

4.8 Job Site Safety/Hazardous Materials

4.8.1 Job-Site Safety/Control of Work: Contractor shall use best efforts to maintain and protect the Work from damage and the elements and shall protect and take all reasonable precautions to protect Owner, the Project, any third party and the property of any third party from injury or loss during the course of the Work.

4.8.2 Contractor shall comply with all applicable rules and regulations of any public authority having jurisdiction for the safety of persons or property. Contractor shall erect and maintain as required by existing conditions and progress of the Work all reasonable safeguards for safety and protection, including posting danger signs, promoting safety regulations and notifying Owner and users of adjacent utilities and properties. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner's Representative.

4.8.3 If the severity of the elements makes it impossible to continue operations in a safe manner in spite of all reasonable precautions, Contractor shall cease work and immediately notify Owner. Anything damaged due to

Contractor's negligence shall be promptly removed and replaced with new work at Contractor's cost and expense.

- 4.8.4 Contractor shall keep the Project and surrounding area free from accumulation of debris or rubbish. At the completion of the Work, Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery and surplus materials not sold at the request of the Owner from the Project.
- 4.8.5 Disposal of Hazardous Samples/Materials and Contaminated Equipment: All samples and materials produced in the course of Contractor's work pursuant to this Contract containing or potentially containing hazardous materials or constituents are the property and responsibility of Owner and shall be returned to Owner for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall be the property and responsibility of Owner. All such equipment shall be charged and turned over to Owner for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at Owner's direction and expense. The parties acknowledge and agree that Contractor is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. Owner shall accept responsibility for the removal and offsite disposal of any such hazardous materials. This provision does not apply if such hazardous materials, samples, or contaminated equipment is transported to the site by the Contractor or that is a result of the Contractor's negligent or unauthorized actions.
- 4.8.6 Notification of Hazardous Materials: Owner hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Contractor. Owner shall furnish to Contractor all documents and information known to Owner that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site.
- 4.8.7 Differing Site Conditions. If the Contractor encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, the Contractor shall promptly provide written notice to the Owner before conditions are further disturbed. Contractor shall not be required to perform any work relating to the condition after providing writing notice to Owner without the written mutual agreement of the parties. The Owner will promptly investigate such conditions and, if the Owner reasonably determines that the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will issue a Change Order adjusting the Contract Sum and/or the Contract Period. If the Owner determines that the conditions at the site are not materially different and that no change in the terms of the Contract is justified, the Owner will notify the Contractor in writing; provided, however, that the Contract Period will be extended for a period of time equal to the time from when Owner receives Contractor's written notice as provided in this Subsection and to the time Owner makes its determination as provided herein. If Contractor disputes the Owner's determination, it may proceed as provided in Section 12.1.

5. SUBCONTRACTORS

- 5.1 Definitions. A subcontractor is a person or entity who has a direct contract with the Contractor, to perform a portion of the Work at the Site. A sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site.
- 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
- 5.2.1 The Contractor has listed the names of subcontractors (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work on Exhibit V. The Owner hereby accepts such list and agrees that it has no objection to any subcontractor stated on such list.
- 5.2.2 In the event it becomes necessary to replace any subcontractor on Exhibit V or to add additional subcontractors, the Contractor shall propose a subcontractor in writing to Owner. Owner shall have 5 days after receiving such written notice to either accept or reject Contractor's proposal. Failure to reply within the 5 day period shall constitute acceptance by the Owner of the subcontractor(s). The Contractor shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection.

- 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Project Construction Schedule shall be adjusted to the extent of any delay by Owner in objecting to a person or entity proposed by the Contractor and, in this regard, any such Owner delay will also be an Excusable Delay.
- 5.2.4 The Contractor shall not substitute a person or entity previously selected if the Owner makes reasonable objection to such substitution.
- 5.2.5 If the proposed but rejected subcontractor was reasonably capable of performing the Work, the Contract Sum may be increased or decreased by the difference, if any, occasioned by such change with an appropriate Change Order to be issued before commencement of work by the subcontractor.
- 5.3 Subcontractual Relations. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract, and to assume toward the Contractor all the obligations and responsibilities, subject to Section 10.4, including the responsibility for safety of the subcontractor's Work, which the Contractor, by this Contract, assumes toward the Owner and, as applicable, the Owner, by this Contract, assumes toward the Contractor. Each subcontract agreement shall preserve and protect the rights of the Owner and Contractor under this Contract with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. The Owner and Contractor shall require each of their respective subcontractors to enter into similar agreements with sub-subcontractors. The Contractor, shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with this Contract. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.
- 5.4 Contingent Assignment of Subcontracts
- 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:
- 5.4.1.1 Assignment is effective only after termination of this Contract by the Owner for cause pursuant to Section 3.3 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- 5.4.1.2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
- When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
- 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.
- 5.5 Owner's Right to Perform Construction and to Award Separate Contracts
- 5.5.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own employees and to award separate contracts in connection with other portions of the Project or other construction or operations on the site, if such portions are not included in the Work to be completed by Contractor. The term "separate contractor" shall mean any contractor retained by the Owner pursuant to this Section. The Contractor shall cooperate with the Owner and separate contractors whose work might interfere with the Contractor's Work. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 12.1.
- 5.5.2 The Contractor shall provide for coordination of the activities of the Owner's own employees and of each separate contractor with the Work of the Contractor. The Owner shall ensure that its own forces and its separate contractors cooperate with the Contractor in such coordination. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules as is necessary for coordination of the Project. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6. CHANGES

- 6.1 Changes to Work by Owner. Owner shall have the right to make changes to the Work, without invalidating this Contract. All such changes shall be performed under the conditions of this Contract, except that no extra work or modification shall be done without prior written authorization from Owner's Representative, and shall not be paid for without a written Change Order from Owner's Representative in accordance with this Section 6 ("Change Order"). A form for the issuance of a Change Order is attached as Exhibit O. In order for the Owner to manage and track Change Orders and their impact on the total cost of the Work, Contractor must provide to the Owner prior to the issuance of a Change Order a cost breakdown for the item of extra work and a reference to the corresponding Milestone for which the work will be done as referenced in the Construction Schedule. Any Change Order which decreases the Work shall inure to the benefit of Owner and the Contract Sum shall be reduced by the actual cost savings to Contractor. If a Change Order increases the cost of the Work then the Contract Sum and Guaranteed Maximum Price shall be increased accordingly. Notwithstanding anything to the contrary in this Contract, if the Owner decides to increase or decrease the Work or otherwise alter the Work by deductions or additions, including without limitation the elimination of any one or more of the items as provided in the Contract, Contractor shall perform the Work as so altered and the Contract Sum and Guaranteed Maximum Price shall be reasonably increased or decreased accordingly. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule. In this regard, on any Change Order which increases the Work, Contractor shall include all direct costs for subcontractors and materials, plus a markup [to be negotiated]. In addition, if the Change Order would reasonably add time to the Project timeline, Contractor shall include all reasonable costs of Contractor for the additional days of field supervision and all ancillary expenses required due to the extended Project timeline.
- 6.2 Change Order Required. Any extension of time for the completion of the Work as a result of a Change Order shall be agreed to by the parties and set forth within such Change Order. If the Work required under a Change Order would reasonably require an extension of time, then a reasonable time extension shall be given as a part of such Change Order. No order, statement or conduct of Owner or its representatives shall be treated as a Change Order, or entitle Contractor to an equitable adjustment in the Contract Sum or extension of the Contract Period, unless pre-approved in writing by Owner or Owner's Representative. Change Orders are intended to be all inclusive and exhaustive as to primary and foreseeable collateral conditions, situations and effect. Unless documented by a Change Order or written authorizations of Owner or Owner's Representative, any claims for additional work (other than Claims of Contractor as otherwise herein provided) performed by Contractor shall be deemed waived. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, shall be the basis of any claim to an increase in any amounts due under this Contract or a change in any time period provided for in this Contract.
- 6.3 Minor Changes. Owner shall have the authority to order (in writing) minor changes in the Work consistent with the intent of this Contract and not involving an adjustment in the Contract Sum or the Construction Schedule, but shall be paid by Owner from its contingency fund. See Exhibit P. In the event Contractor is unable to accommodate the change without initiating a Change Order, then Contractor shall notify Owner's Representative immediately and require direction.

7. METHOD OF PAYMENT

7.1 Invoicing

- 7.1.1 Throughout the course of this Contract, Contractor shall invoice Owner monthly pursuant to a format agreed to by Owner, including without limitation the requirements set forth in Exhibit Q attached hereto (an "Invoice"). All fees, costs and expenses for the Scoping Phase and Design Phase shall be paid with 30 days after the start of the Construction Phase.
- 7.1.2 Invoicing will take place in the third week of the month and will be based on progress and completion percentage. Invoices received by the Owner by the 20th of the month will be paid by the 10th of the immediate following month.

7.2 Monthly Progress Payments

- 7.2.1 Upon satisfactory progress of the Work and receipt by Owner, Owner's Representative and Owner's lender, if any, or its representative, if any, of an approved Invoice as defined in Section 7.1.1 including all supporting documentation described below, Owner will make monthly progress payments on this Contract as set forth in

Section 7.2.7, except when in Owner's reasonable opinion it is necessary to withhold an amount to protect Owner from loss due to:

- 7.2.1.1 defective work of Contractor not remedied;
- 7.2.1.2 claims or liens filed on the Project as a result of Contractor's acts or omissions;
- 7.2.1.3 failure of Contractor to make payment promptly to subcontractors or material suppliers for labor, materials or equipment;
- 7.2.1.4 damage to Owner or another contractor as a result of Contractor's acts or omissions;
- 7.2.1.5 reasonable evidence that the Work will not be completed in accordance with the Construction Schedule as a result of Contractor's acts or omissions; or
- 7.2.1.6 a persistent failure by the Contractor to carry out the Work in accordance with this Contract.

7.2.3 Supporting Documentation. In addition to other required items, each Invoice shall be accompanied by the following, all in form and substance reasonably satisfactory to Owner:

- 7.2.3.1 Documentation that the relevant portion of the Work performed by the Contractor or its subcontractors is complete and has been inspected for compliance with the Contract.
- 7.2.3.2 A duly executed and acknowledged Contractor's sworn statement (an "Affidavit of Payment"), See Exhibit R, showing all subcontractors with whom Contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Invoice and the amount to be paid to Contractor from such progress payment, together with similar statements from all subcontractors and, where appropriate, from sub-subcontractors and suppliers of materials;
- 7.2.3.3 When reasonably available, duly executed waivers and releases of mechanics' and materialmen's liens from Contractor and such relevant subcontractors, suppliers or sub-subcontractors or suppliers who may have or claim to have valid lien rights in accordance with applicable law (and sub-subcontractors and suppliers of materials, to each tier), establishing payment or claim to have or satisfaction of the payment requested by Contractor in the Invoice, which at a minimum, shall comply with the requirements of the law. See Exhibit S.

7.2.4 Right to Full Compliance. If Owner elects to make any payment without receipt of all required supporting documentation, any such payment shall not be deemed a waiver of Owner's right to demand the required documentation and Owner shall have the right to insist upon full compliance with the requirements hereof as a condition to any and all future payments.

7.2.5 Inspection of Work in Place. Upon 24 hours written notice, Owner may from time to time inspect the progress and sufficiency of the Work in place at Contractor's place of business or such other locations where the Work is being manufactured or assembled.

7.2.6 Retainage. The Owner may withhold from each payment a sum representing 5% of the payment amount to the Contractor for the Contractor's work to be held as Retainage and payable as provided herein; provided that any such Retainages shall be reduced from said 5% to 2% when 95% or more of Contractor's or any subcontractor's work is complete and both Owner and Contractor are reasonably satisfied with such work, and provided further that no Retainage amounts from any subcontractor shall be withheld by Owner for longer than sixty (60) days following the date in which any such subcontractor's work is fully completed.

7.2.7 Timing of Monthly Progress Payments. Contractor shall submit monthly Invoices to Owner for payment of Work achieved for such month, including any Change Order. Owner shall pay the amount due within thirty (30) days after receipt of an original Invoice that complies with Section 7.1 and the satisfaction of all other requirements set forth in Section 7.2. Submission of an Invoice that complies with Section 7.1 and the reasonable satisfaction of all requirements set forth in Section 7.2 are conditions precedent to payment from the Owner to the Contractor. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Invoice and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount. Owner may set off against any payment due to Contractor under this Contract, or any other

agreement between the Owner Indemnified Parties (as hereinafter defined) and Contractor or its affiliates, any amounts that Owner spends or losses Owner incurs as a result of Contractor's uncured default as provided in Section 12.2.

7.3 Final Payment

7.3.1 Timing of Final Payment

7.3.1.1 Owner shall make the final payment (the "Final Payment") to the Contractor, including all Retainage, after the final acceptance of the project by the City of Cape Girardeau City Council. The City staff will submit the request for final payment, within thirty (30) days after: 1) the Owner deems the Project Commercially Operational as set forth in Section 4.2.4.2; 2) receipt of a final Invoice that complies with Sections 7.1 and 7.2; and 3) the satisfaction of all other requirements set forth in Section 7.3.4. Each of these three requirements are conditions precedent to Final Payment. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Final Payment and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount. Owner may set off against any payment due to Contractor under this Contract, or any other agreement between the Owner Indemnified Parties (as hereinafter defined) and Contractor and its affiliates, any amounts that Owner spends or losses Owner incurs as a result of Contractor's uncured default under Section 12.2 of this Contract.

7.3.1.2 In the event Contractor does not timely comply with any of the requirements set forth above for the Final Payment, Contractor agrees that Owner shall retain such relevant portion of the Final Payment directly related to the failed material requirement to protect Owner against any lien rights or claims, until such requirements for the Final Payment have been satisfied.

7.3.2 The acceptance of the Final Payment by Contractor shall constitute a waiver of all claims by Contractor relating to the Work, but shall in no way relieve Contractor of liability for the obligations assumed under this Contract or for any faulty or defective work or services discovered after the Final Payment. Contractor shall include the terms of this Paragraph 7.3.2 in its agreement with all of its subcontractors and suppliers.

7.3.3 Payment by Owner to Contractor of any sums due pursuant to this Contract does not constitute or imply acceptance of any portion of the Work.

7.3.4 Prior to Final Payment, and as a condition precedent thereto, Contractor shall furnish Owner with the following:

7.3.4.1 All operating, safety and maintenance manuals;

7.3.4.2 Marked sets of the construction documents reflecting "as built" conditions; including the location of any concealed utilities, mechanical or electrical systems and components;

7.3.4.3 An assignment and/or transfer of all guaranties and warranties from subcontractors, vendors, suppliers and manufacturers;

7.3.4.4 A list of the names, addresses and phone numbers of all subcontractors and other persons providing guaranties or warranties;

7.3.4.5 An Affidavit of Payment and a duly executed Final Payment Certification, Release and Lien Waiver (see Exhibit T) from all of Contractor's subcontractors, suppliers or sub-tier subcontractors or suppliers who may have or claim to have valid lien rights in accordance with the law;

7.3.4.6 All permits, including, but not limited to, municipality controlled inspections, certificates of occupancy, certificates of completion or similar certification, all licenses and permits necessary for use, occupancy or maintenance of the Project; and

7.3.4.7 Certification of any other item or material and any other document reasonably requested by Owner.

7.4 Taxes

7.4.1 The rates or prices stated in this Contract, including the Guaranteed Maximum Price proposal have been prepared by Contractor and make no provision for any amounts relating to sales, consumer, use and similar taxes or duties payable with respect to this Contract. Any taxes, duties or other similar amounts eligible shall be paid by Contractor when due, but shall be reimbursed by Owner when invoiced by Contractor, in addition to any amounts due under the Guaranteed Maximum Price and in the Contract Sum pursuant to Section 2.4, with no deductions or penalties to be assessed against amounts otherwise due to Contractor under this Contract. The City will issue a tax exempt certificate for the Contractor covering all such taxes for this Project promptly after the execution of this Contract.

8. INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 Indemnity from the Contractor. To the maximum extent permitted by law, Contractor agrees to save, indemnify, and hold harmless Owner and its affiliates, employees, officers, agents, successors and assigns (collectively, the "Owner Indemnified Parties") from and against any and all liability, claims, actions, losses, damages, costs, expenses, including reasonable attorneys' fees, or demands arising (i) from injuries or death of persons (Contractor's employees included) or damages to property related to this Contract, the Project or the Work, (ii) directly or indirectly out of an default of Contractor of the obligations herein undertaken, or (iii) directly or indirectly from the negligent performance of, or willful misconduct in performing, the Work by Contractor, including without limitation those arising in whole or in part by reason of any negligent act or omission of Contractor or any of its agents, employees, subcontractors or suppliers related to this Contract, the Project or the Work, save and except for that portion of any liability, claims, actions, loss, damages, costs, expenses or demands arising as a result of the negligence or willful misconduct of Owner Indemnified Parties, and will reimburse Owner Indemnified Parties for any loss, damages, costs and expenses, including reasonable attorneys' fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), incurred by Owner Indemnified Parties in responding to all such claims, actions or demands. If requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.
- 8.2 Indemnity from the Owner. To the maximum extent permitted by law, Owner agrees to save, indemnify, and hold harmless Contractor and its affiliates, employees, officers, agents, successors and assigns (collectively, the "Contractor Indemnified Parties") from and against any and all liability, claims, actions, losses, damages, costs, expenses, including reasonable attorneys' fees, or demands arising (i) from injuries or death of persons (Owner's employees included) or damages to property related to this Contract, the Project or related work, (ii) directly or indirectly out of default by Owner of the obligations herein undertaken, or (iii) directly or indirectly from negligent performance of, or willful misconduct in performing, any work performed by the Owner or its agents or contractors (excluding Contractor), including without limitation those arising in whole or in part by reason of any negligent act or omission of Owner or any of its agents, employees, subcontractors or suppliers (excluding Contractor) related to this Contract, the Project or related work, save and except for that portion of any liability, claims, actions, loss, damages, costs, expenses or demands arising as a result of the negligence or willful misconduct of Contractor, and will reimburse Contractor for any loss, damages, costs and expenses, including reasonable attorneys' fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), incurred by Contractor in responding to all such claims, actions or demands. If requested by Contractor, Owner shall defend any such suits at the sole cost and expense of Owner. Any owner liability shall be subject to the liability limits for political subdivisions set forth in Section 537.610 of the Revised Statutes of Missouri (the "Statutes"), and shall be paid solely from the proceeds of the City's liability insurance covering that occurrence.
- 8.3 In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the rights or defenses of the Owner with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law.
- 8.4 Limitation of Contractor's Liability. CONTRACTOR'S LIABILITY TO OWNER FOR ANY CLAIM, ACTION, OR DEMAND, ARISING FROM OR RELATING TO THIS CONTRACT OR THE PERFORMANCE HEREOF, UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE LIMITS OF INSURANCE COVERAGE WHICH ARE SET FORTH IN SECTION 10.1. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FOR WILLFUL, FRAUDULENT OR GROSSLY NEGLIGENT ACTS OF CONTRACTOR OR ITS AGENTS. THIS LIMITATION OF LIABILITY ESTABLISHES ONLY THE MAXIMUM AMOUNT OF CONTRACTOR'S LIABILITY PER CLAIM, ACTION OR DEMAND, IS NOT AN AGGREGATE LIMIT OF CONTRACTOR'S TOTAL LIABILITY TO OWNER UNDER THIS CONTRACT, AND IS NOT DEPENDENT UPON WHETHER COVERAGE EXISTS IN WHOLE OR IN PART FOR ANY LOSS OR LIABILITY UNDER ANY POLICY.

9. **RECORDS**

9.1 **Retention.** Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. Contractor shall also keep all documents associated with the Work and the performance of this Contract. Contractor shall preserve these records for a period of three years after Final Payment, or for such longer period as may be required by law. In the event that any portion of the compensation to be paid to Contractor is to be paid on a time and materials basis or a cost reimbursement basis, Owner may audit Contractor's records to determine whether Contractor has properly invoiced Owner for the Work performed. Access to Contractor's records relating to the Project shall be as provided in Section 2.4.12.

9.2 **Ownership of Intellectual Property.** Owner and Contractor each shall be deemed the owner of the design and engineering for the Project and each shall retain all common law, statutory and other reserved rights, including copyrights. Owner and Contractor may each use the design and engineering developed pursuant to this Contract on other projects without the consent of the other. Owner and Contractor shall not divulge or use such technical information, inventions, or confidential information received from the other except as necessary to perform, maintain or repair the Work.

10. **INSURANCE AND BONDS**

10.1 Contractor agrees at all times during this Contract to maintain in full-force and effect at least the following insurance coverages as provided by Section 537.610 RSMo:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined - Single Limit	\$3,448,710 Coverage is to apply to all owned, non-owned, hired and leased vehicles
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Commercial General Liability

Bodily Injury/Property Damage	\$3,448,710 each occurrence \$3,448,710 general aggregate
Combined - Single Limit	\$3,448,710 products/completed operations aggregate

Excess/Umbrella Liability

Bodily Injury/Property Damage	\$10,000,000 each occurrence and general aggregate
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Professional Liability/Errors & Omissions

Insurance

"claims made" coverage	\$3,000,000 per occurrence more specifically as follows: \$2,000,000 for fire \$1,000,000 for mechanical \$5,000,000 for architectural \$1,000,000 for electrical \$2,000,000 for general contractor
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Builder's Risk

	\$5,572,769 or for the full value of the construction contract
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10.2 All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Owner. Owner shall be shown as additional insureds on all policies except the Workers' Compensation policies. The fact that insurance is obtained by Contractor shall not release or diminish the liability of Contractor, including liability under the indemnity provisions of this Contract. Contractor agrees to waive any and all rights of subrogation it may have against Owner by virtue of any claims that may arise as a result of the Work, and Contractor also agrees to obtain a waiver of subrogation in favor of Owner from its insurance carrier(s).

10.3 All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by Contractor to Owner before commencing the Work and provide for not less than 30 days prior notice to Owner of any cancellation or non-renewal of the policies. In addition, the following requirements apply:

- 10.3.1 The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Owner.
- 10.3.2 Any liability policy shall also contain a Cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- 10.4 Contractor will ensure that each Subcontractor obtains and maintains during the course of the Project insurance coverage which, in the reasonable judgment of Contractor, is sufficient to cover each Subcontractor's operations on the Project.
- 10.5 Performance, Payment, Other Bonds
- 10.5.1 Payment or Performance Bonds. If requested by Owner, Contractor will provide Owner with payment and performance bonds, and such other bonds as Owner may request, in an amount equal to the Contract Sum naming Contractor as Obligor and Owner as Oblige and containing requirements in accordance with the terms of this Contract. Such bonds shall be on a form and with a surety company approved by Owner. The cost of the premium shall be paid by Contractor.

11. WARRANTIES

- 11.1 Contractor Warranty. Notwithstanding anything to the contrary in this Contract, Contractor warrants that all of the Work shall be done in a first class, workmanlike manner and in accordance with the Contract with new, quality materials and further warrants all work and materials against defects in the material or the workmanship for a period of one (1) year from the date of final acceptance of the City of Cape Girardeau City Council, unless stated otherwise in this Contract (the "Warranty Period"). With respect to the Design Documents and any portion of the Work performed by Licensed Professionals, the Contractor and Licensed Professionals warrant that they shall perform their services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under similar circumstances. The Contractor and Licensed Professionals shall perform their services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Within the Warranty Period, and within a reasonable time after written notice of the discovery of a defect or deviation, Contractor shall remedy and repair same and any damage to other work resulting therefrom in a manner that does not substantially interfere with Owner's operations. Notwithstanding anything to the contrary in this Contract, the Warranty Period for any and all materials warranties are limited to the terms of the warranty as provided by the manufacturer.
- 11.2 Warranty Deficiencies. Contractor agrees to meet with Owner at least fifteen (15), but not more than thirty (30), days prior to the expiration of one (1) year from the start date of the commencement of the Warranty Period for a warranty inspection of the Work. All warranty deficiencies not caused by Owner shall be noted and the list of deficiencies shall be given to Contractor. Contractor agrees to correct all such deficiencies to which Contractor reasonably accepts and agrees within thirty (30) days after the date of the meeting. If the deficiencies that Contractor accepts and agrees are not timely corrected, Owner may hire an independent contractor to do the work and shall be reimbursed promptly by Contractor for all costs thereof. If any deficiency that Contractor accepts and agrees cannot, with reasonable diligence, be corrected within thirty (30) days, Contractor agrees to set forth in writing a reasonable schedule for completion of the work. If the schedule is not met, Owner may immediately upon notice to Contractor, complete the work and be entitled to prompt reimbursement from Contractor for all costs thereof.
- 11.3 Subcontractor Warranties. Contractor shall cause all of the subcontractors and sub-subcontractors to execute and deliver to Owner upon completion of the Work a written warranty covering all work performed by such subcontractors and sub-subcontractors. Such warranty shall be for at least the same period of time as Contractor's warranty to the Owner and begin at the date of Substantial Completion or the date the warranted item was placed into service, whichever is earlier, unless the warranty is a materials warranty and, in such event, all materials warranties are limited to the terms of the warranty as provided by the manufacturer. All warranties included in or as part of the Project and supplied to Contractor shall be assigned to Owner. Those subcontractors required to supply warranties to Owner include, but are not limited to: electricians, welders, roofers, HVAC suppliers and installers.

12. CLAIMS, DEFAULT AND TERMINATION

12.1 Claims

- 12.1.1 A claim is a demand or assertion by Contractor seeking, as a matter of right, the payment of money, or an extension of time or other relief with respect to the terms of this Contract (hereinafter "Claim"). Written notice of a Claim for an increase in the Contract Sum or for an extension of time must be given to Owner's

Representative by Contractor within twenty (20) calendar days after occurrence of the event giving rise to such Claim. Claims must be made by written notice which shall describe the Claim with reasonable specificity. Failure to give notice in the manner and within the time specified in this paragraph shall constitute a waiver of the Claim by the Contractor. Contractor shall bear the burden and responsibility of substantiating Claims. Pending final resolution of a Claim, unless otherwise agreed to in writing by Owner, Contractor shall proceed diligently with performance of this Contract and Owner shall continue to make payments in accordance with this Contract. Claims not resolved between the parties shall be resolved by litigation as provided in Section 14.

12.2 Default

12.2.1 Default by Contractor. Should the Contractor (a) become insolvent or make an assignment for the benefit of creditors; (b) refuse or fail to supply enough properly skilled workers or proper materials to complete the Project; (c) refuse to diligently prosecute the Work; (d) fail to make payments to subcontractors for material or labor in accordance with the respective agreements between the Contractor and subcontractors through no act or omission of Owner, unless a valid dispute exists between Contractor and a subcontractor over the amounts due to the subcontractor; (e) disregard the law; and/or (f) breach or violate the terms, conditions, provisions or obligations of this Contract, Contractor shall be deemed in Default of this Contract.

12.2.2 Remedies. If Contractor fails within ten (10) days after written notification of Default from Owner to commence and continue satisfactory correction of the Default with diligence and promptness until completion (which may reasonably require greater than said ten (10) days to cure the Default), then Owner, without prejudice, shall in its reasonable discretion have the right to exercise any and all legal and equitable remedies available including but not limited to:

12.2.2.1 supply workers, materials, equipment and facilities as Owner deems necessary for the completion of the Work or any part which Contractor has failed to complete or perform, and charge the reasonable cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to Contractor;

12.2.2.2 contract with one or more additional contractors to perform such part of the Work as Owner determines will provide the most expeditious completion of the Work, and charge the reasonable cost to Contractor;

12.2.2.3 withhold any payments due or to become due Contractor pending corrective action in amounts reasonably sufficient to cover losses and compel performance to the extent required by and to the satisfaction of Owner; and/or

12.2.2.4 terminate this Contract.

12.2.3 Upon termination of this Contract, all Work in progress, including all design and engineering associated with the Work, shall become the property of Owner; provided, however, that this section shall be subject to the provisions of Section 9.2. Contractor shall immediately release all such Work in progress to Owner. Owner may also take possession of the Project site and of all materials and equipment (but specifically excluding all tools, materials, construction equipment and machinery thereon owned by Contractor) and may finish the Work by whatever reasonable method Owner deems expedient. Contractor shall not be entitled to receive further payment until the Work is Substantially Complete. If the unpaid balance of the Contract Sum exceeds the cost of fully completing the Work, such excess shall be paid to Contractor, less ten percent (10%) which shall be retained by Owner. If after Owner exercises commercially acceptable efforts to ensure that the cost will not exceed the Contract Sum, the Contractor shall pay the difference to the Owner within fifteen (15) days of receipt of a written demand for payment from the Owner.

12.3 Termination or Suspension

12.3.1 Without Cause. Owner may, without cause, order the Contractor, in writing, to suspend, delay, interrupt or terminate the Work in whole or in part for such period as the Owner may determine. In the event Owner suspends or terminates the Work under this Paragraph, Contractor shall be entitled to recover from the Owner, as its sole remedy, payment for the cost of the Work properly performed in connection with the suspended or terminated portion of the Work and related Contractor's Fee prior to the effective date of suspension or termination and for items properly and timely fabricated or partially fabricated off the Site including finished goods and work in progress of subcontractors and suppliers, delivered and stored in accordance with the

Owner's instructions, as well as actual costs for demobilization. The Contractor hereby waives and forfeits all other claims for payment and damages for the uncompleted portion of the Work, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to Contractor for the terminated portion of the Work, (ii) reasonable claims that the Owner has against the Contractor under the Contract, and (iii) the disposition value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

12.3.2 Equipment and Subcontracts. Owner shall also pay Contractor fair compensation, either by purchase or rental at the election of Owner, for any equipment owned by Contractor that Contractor and Owner agree that Owner may retain. To the extent that Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), as provided in Section 5.4, Contractor shall, as a condition of receiving the payments referred to in this Contract, execute and deliver all such papers and take all such steps as Owner may require for the purpose of fully vesting in the Owner the rights and benefits of Contractor under such subcontracts or purchase orders.

12.3.3 Owner Inspections and Right to Stop the Work. Owner's Representative or his/her delegate shall have the right to inspect the Work, whether at the Site or at the Contractor's or a subcontractor's facility, at any time during the course of the Work. Owner may reasonably reject any aspect of the Work which does not conform to the Contract. If Contractor fails to correct defective work or fails to supply materials or equipment in accordance with this Contract, Owner may order Contractor to stop the Work until it is corrected and Contractor shall not be entitled to an extension for time. Owner also has the authority to stop the Work for the purpose of performing special inspections or testing of the Work. Should any work be found faulty as a result of special inspections or tests, Contractor shall repair the Work immediately and pay the fees for said inspections or tests and Owner and shall grant an appropriate extension of time to Contractor. Should the Work be satisfactory, Owner will bear such costs and will grant the appropriate extension of time to Contractor.

13. NOTICES

13.1 All notices to be delivered under this Contract shall be in writing, signed by the parties serving same and delivered personally or by registered or certified U.S. Mail postage prepaid, or by reputable private delivery service postage prepaid and providing a receipt to sender. Each such notice shall be deemed delivered upon actual delivery or refusal or forty-eight (48) hours after mailing whichever is earlier to the pertinent address as set forth below.

Notices shall be addressed as follows:

To Owner: City of Cape Girardeau
410 Kiwanis Drive
Cape Girardeau, MO 63701
Attention: Doug Gannon, Parks and Recreation Director

To Contractor: Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755
Attention: Phil Penzel, CEO

14. MISCELLANEOUS PROVISIONS

14.1 This Contract is not assignable by Contractor without the prior written consent of Owner which consent shall not be unreasonably withheld, in its sole and absolute discretion, and Contractor shall not factor or pledge this Contract. Owner may assign this Contract, without the consent of Contractor, to its parent, affiliates, subsidiaries, and the affiliates or subsidiaries of Owner's parent or secured lenders, or to any party who succeeds to the Owner's interest in the Project, provided that the assignee is sufficiently capitalized.

14.2 No right or remedy conferred upon or reserved to a party in this Contract is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity.

- 14.3 In the event of any inconsistencies within or between parts of the Contract, including the Contract Documents, or between the Contract and applicable laws, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirement; either or both in accordance with Owner's reasonable interpretation.
- 14.4 In the event any provision of this Contract is found to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.
- 14.5 This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The parties irrevocably consent to the jurisdiction of the federal and state courts situated in the state where the Project is located and agree that any lawsuit arising out of or related to this Contract shall be brought only in such courts. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum.
- 14.6 Owner and Contractor hereby irrevocably waive any right to a trial by jury in any legal proceedings or to have a jury participate in resolving any disputes or claims, whether any such disputes or claims relate to or arise in contract, tort or otherwise, whether in respect to the Contract or any other documents or instruments delivered in connection with the Contract.
- 14.7 Contractor hereby warrants, and covenants that (i) Contractor does not and will not during the course of the Work discriminate against any employee or applicant for employment based on race, color, sex, national origin, religion, age handicap, or other unlawful basis, and (ii) Contractor and all of its subcontractors, consultants and suppliers are and will be properly licensed and permitted with all governmental authorities having jurisdiction.
- 14.8 The parties expressly agree that this Contract was jointly drafted, and they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed in a neutral manner.
- 14.9 Independent Contractors. The relationship of the parties shall be that of independent contractors. Nothing herein shall be construed as to creating a partnership or joint venture between the Owner and the Contractor or creating liability on the part of one party for any act or omission of the other. Contractor shall have entire charge, control, and supervision of the Work as set forth in this Contract, and Owner shall not in any manner be answerable or accountable for any violation of law, or for any injury or damage occasioned by Contractor's negligence, or of any in its employ, to any person or their properties.
- 14.10 Owner shall have the right to let other contracts in connection with the Work pursuant to the provisions of this Contract to the extent such contracts do not conflict with or include Work to be completed by Contractor, and Contractor shall properly cooperate with any such other contractors in furtherance of the Work; however Contractor shall not be relieved hereunder by any subcontract or similar agreement for the Work which Contractor remains responsible, and provided further that Contractor shall not be responsible for the negligence, willful misconduct, or other acts or omissions of the third parties to which Owner lets other contracts in connection with the Work and shall be indemnified and held harmless therefrom.
- 14.11 Payments due and unpaid to Owner or Contractor under this Contract for a period of thirty (30) days after written demand shall bear interest from the date payment was due at the rate of one percent (1%) per annum in excess of the Prime Rate.
- 14.12 The Owner represents and warrants to Contractor that Owner is financially solvent, able to pay its debts as they mature and is possessed of sufficient capital to perform its obligations hereunder.
- 14.13 Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications with regard to the Project. This Contract may be amended or modified only by an instrument in writing signed by a duly authorized representative of both Owner and Contractor. This Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor. Notwithstanding any other provision herein, all subcontracts shall be in writing and shall specifically provide that the Owner is an intended third party beneficiary of such subcontract.
- 14.14 Attorney's Fees. In the event of any controversy arising hereunder or relating to the interpretation or implementation of this Contract or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and attorney's fees (both trial and appellate) incurred in connection therewith.
- 14.15 Severability. The invalidity, in whole or in part, of any provision of this Contract will not affect the validity of any other provision of this Contract.

- 14.16 Captions. The captions contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Contract or the intent of any provision contained in this Contract.
- 14.17 Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same agreement.
- 14.18 Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto. Except as otherwise expressly provided herein, no waiver of any right shall be implied by any delay by a party in enforcing or acting under such right. Waivers shall be effective only if specifically set forth in writing signed by the party to be charged with such waiver.
- 14.19 This Contract is binding upon the parties, their heirs, successors and approved assignees.
- 14.20 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

IN WITNESS WHEREOF the parties hereto have, by and through their duly authorized officers in that regard, made and executed this Contract as of the date first written above.

SIGNED and DELIVERED

By: _____ Owner	By: _____ Contractor
Its: _____	Its: _____
Date: _____	Date: _____

[End of Signature Page]

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

COMPENSATION FOR SCOPING PHASE SERVICES

EXHIBIT C

OWNER’S APPROVAL OF DESIGN DOCUMENTS

OWNER:. (the “Owner”)

CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)

CONTRACT: Agreement for Professional and Construction Services (the “Contract”)

DATE OF CONTRACT:

CONTRACT NO.:

PROJECT: (the “Project”)

DATE OF DESIGN DOCUMENTS: (the “Design Documents”)

The Contractor hereby verifies that it has submitted a complete set of Design Documents, stamped with the date listed above, for the Owner’s review and approval pursuant to Section 2.2.1 of the Contract. The Contractor represents that to the best of its knowledge, information and belief the Design Documents: (i) are consistent with the Contract Documents, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and acknowledges (b) that the Owner and their consultants shall be entitled to rely upon the accuracy of the representations contained herein.

The Owner, by signing below, hereby verify that they have reviewed and approved the Design Documents submitted by the Contractor pursuant to Section 2.2.1 of the Contract and that the Design Documents comport with the Owner’s Program, the intended scope of Work, and the parameters of the Project. By executing this approval, the Owner is *not* verifying that the Design Documents comply with the Contract Documents, industry and professional practice standards or applicable laws, ordinances, codes rules and regulations governing the Project.

CONTRACTOR:

PRINT NAME: _____
PRINT TITLE: _____

Date: _____

OWNER:

PRINT NAME: _____
PRINT TITLE: _____

Date: _____

EXHIBIT D

COMPENSATION FOR DESIGN PHASE SERVICES

EXHIBIT F
DAILY LOG

EXHIBIT H

CONSTRUCTION SCHEDULE

EXHIBIT I

CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: **City of Cape Girardeau** **(the “Owner”)**
CONTRACTOR: **Penzel Construction Company, Inc.** **(the “Contractor”)**
CONTRACT: **Agreement for Professional and Construction Services (the “Contract”)**
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: **(the “Project”)**

Dear _____:

Pursuant to Section 4.2.3.1 of the Contract, Contractor hereby notifies Owner that to the best of Contractor’s knowledge, information and belief, the Work of the Contract is Substantially Complete as provided in Section 4.2.2 of the Contract, and requests the Owner’s Representative to meet Contractor at the Site, inspect the Work and review test results, if any, and develop a Punchlist.

Sincerely,

OWNER’S REPRESENTATIVE

RECEIVED:

CONTRACTOR

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: City of Cape Girardeau (the “Owner”)
CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)
CONTRACT: Agreement for Professional and Construction Services (the “Contract”)
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the “Project”)

The Contractor hereby affirms that to the best of the Contractor’s knowledge, information and belief, the Work performed under the Contract is substantially complete. Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Contractor, in order that the Owner can occupy or utilize the Project for its intended use. The date of Substantial Completion of the Project is the date of issuance established by this Certificate.

The Owner hereby affirms that it has inspected the Work performed under the Contract and agrees that it is substantially complete in accordance with the Contract Documents such that the Owner can occupy or utilize the Project for its intended use. By executing this certificate, the Owner is *not* accepting the Work. The Owner has not inspected or tested the Work and the Owner makes no decisions or representations herein that the Work has been performed in a good or workmanlike manner or in accordance with the Contract Documents.

DATE OF SUBSTANTIAL COMPLETION: _____

DATE BY WHICH PUNCHLIST (ATTACHED) SHALL BE COMPLETED: _____

CONTRACTOR:

_____ Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

_____ Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT K

CONTRACTOR’S NOTICE OF COMPLETION OF PUNCHLIST

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the “Owner”)
CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)
CONTRACT: Agreement for Professional and Construction Services (the “Contract”)
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the “Project”)

Dear _____:

Pursuant to Section 4.2.4.2 of the Contract, Contractor hereby notifies Owner that to the best of Contractor’s knowledge, information and belief, the Punchlist has been completed, and requests that the Owner determine the Project to be “Commercially Operational.”

Sincerely,

OWNER’S REPRESENTATIVE

RECEIVED:

CONTRACTOR

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT L

CERTIFICATE OF COMMERCIAL OPERATIONS

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

The Owner hereby affirms that it has inspected the Work performed under the Contract and agrees that the Punchlist dated _____ is complete in accordance with the Contract Documents. The Owner declares the Project to be Commercially Operational. The issuance of this Certificate shall not relieve the Contractor of liability for obligations under the Contract or for any faulty or defective work or services discovered after the issuance of this Certificate or the making of Final Payment as provided in the Contract.

DATE: _____

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT M

NOTICE OF EXCUSABLE DELAY

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

Pursuant to Section 4.2.5.1 of the Contract, the Contractor hereby provides notice of excusable delay as follows:

- (a) Event/circumstances causing delay:
- (b) Date of occurrence of event/circumstances:
- (c) Portion of work affected by delay:
- (d) Estimated period of delay: _____

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT N

PERMITS AND LICENSES

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

Pursuant to Section 4.7.1 of the Contract, the Contractor shall obtain the following licenses and permits necessary for designing and/or constructing the Project and shall include the cost of same in invoicing as a Cost of the Work:

Owner shall obtain the following licenses and permits for the Project at its own expense:

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT O

CHANGE ORDER FORM

CHANGE ORDER # _____

Project No: _____ Agreement No: _____ Agreement Date: _____

CONTRACTOR: _____

TRADES AFFECTED: _____

The following **CHANGES** are hereby made to the Contract (attach separate explanation sheet if necessary):

JUSTIFICATION for Change to Contract:

CHANGE TO CONTRACT PRICE (Attach Detailed Calculation Sheets)

Original Contract Sum:	\$ _____
Current Contract Sum (as adjusted by previous change orders):	\$ _____
Increase or Decrease in Contract Sum by this Change Order:	\$ _____
New Contract Sum due to this Change Order:	\$ _____

CHANGE TO CONTRACT PERIOD (Attach Revised Schedule): _____

Increase or Decrease in Contract Period (calendar days): _____

New Substantial Completion Date will be: _____

APPROVALS REQUIRED - To be effective, this Change Order must be approved by the OWNER and CONTRACTOR.

Accepted by: _____ Dated: _____
(FIELD)

Accepted by: _____ Dated: _____
(Owner Project Manager)

Accepted by: _____ Dated: _____
(City Manager)

Accepted by: _____ Dated: _____
(CONTRACTOR)

EXHIBIT P

**OWNER'S AUTHORIZATION OF
MINOR CHANGE IN THE WORK**

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")
DATE OF DESIGN DOCUMENTS: (the "Design Documents")

Pursuant to Sec. 6.3 of the Contract, the Owner hereby authorizes the following minor change in the Work:

This change shall not result in any adjustment to the Contract Sum or the Contract Schedule. Contractor acknowledges and agrees to this minor change.

CONTRACTOR:

_____ Date: _____
PRINT NAME: _____
PRINT TITLE: _____

OWNER:

_____ Date: _____
PRINT NAME: _____
PRINT TITLE: _____

EXHIBIT Q

INVOICING SCHEDULE

EXHIBIT R

AFFIDAVIT OF PAYMENT

OWNER: City of Cape Girardeau (the “Owner”)
CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)
CONTRACT: Agreement for Professional and Construction Services (the “Contract”)
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the “Project”)
DATE OF DESIGN DOCUMENTS: (the “Design Documents”)

Pursuant to Section 7.2.3.2 of the Contract, Contractor affirms the following for Invoice No. _____:

	<u>Subcontractor</u>	<u>Amount of Subcontract</u>	<u>Amount Requested</u>
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

Amount to be paid Contractor for Invoice No. _____.

CONTRACTOR:

Date: _____
PRINT NAME: _____
PRINT TITLE: _____

OWNER:

Date: _____
PRINT NAME: _____
PRINT TITLE: _____

EXHIBIT S

Partial Payment Certification, Release and Lien Waiver

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT NO: _____

In consideration of the sum of \$ _____, the undersigned hereby acknowledges receipt and payment in full for all labor, services, and materials furnished or supplied relating to the design, construction, addition, or development of the work and improvements concerning the above-referenced Project as stated on Invoice No. _____.

The undersigned hereby expressly waives, releases, and discharges the above-referenced Project, the Owner thereof, the interim lender, and the permanent lender, of and from any and all claims, liens, expenses and rights to any such claim or lien which the undersigned has or may have for labor, services, materials or otherwise, furnished by or through the undersigned in connection with the above-referenced Project and/or pursuant to the above-referenced Contract, for all Invoice Numbers stated above. The undersigned further represents, as a material inducement to the payment described above, that subcontractors and suppliers of the undersigned have been fully paid under the Invoices stated above and that all amounts due or to become due for labor, equipment or materials furnished by subcontractors and supplier of the undersigned shall be paid from such sum.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this certification, release and waiver shall not constitute a release or waiver of any claim or lien rights for said labor, materials, or services.

Date: _____

_____ [Name of Contractor] _____

By: _____
Print Name: _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me, _____, Notary Public, this ____ day of _____, 20__, by _____ [signatory], who is personally known to me. _____ [signatory] voluntarily acknowledged this instrument as _____ of _____, on behalf of the _____ [corporation, limited liability company, etc.].

Notary Public

Registration Number: _____
My commission expires: _____

Notary Seal (sharp, legible, photographically reproducible)

EXHIBIT T

Final Payment Certification, Release and Lien Waiver

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT NO: _____

In consideration of the sum of \$_____, the undersigned hereby acknowledges receipt and final payment in full for all labor, services, and materials furnished or supplied relating to the design, construction, addition, or development of the work and improvements concerning the above-referenced Project.

The undersigned hereby expressly waives, releases, and discharges the above-referenced Project, the Owner thereof, the interim lender, and the permanent lender, of and from any and all claims, liens, expenses and rights to any such claim or lien which the undersigned has or may ever have for labor, services, materials or otherwise, furnished by or through the undersigned in connection with the above-referenced Project and/or pursuant to the above-referenced Contract. The undersigned further represents, as a material inducement to the payment described above, that subcontractors and suppliers of the undersigned have been fully paid to date and that all amounts due or to become due for labor, equipment or materials furnished by subcontractors and supplier of the undersigned shall be paid from the final payment referenced herein.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this certification, release and waiver shall not constitute a release or waiver of any claim or lien rights for said labor, materials, or services.

Date: _____

_____ [Name of Contractor] _____

By: _____

Print Name: _____

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me, _____, Notary Public, this ____ day of _____, 20__, by _____ [signatory], who is personally known to me. _____ [signatory] voluntarily acknowledged this instrument as _____ of _____, on behalf of the _____ [corporation, limited liability company, etc.].

Notary Public

Registration Number: _____

My commission expires: _____

Notary Seal (sharp, legible, photographically reproducible)

EXHIBIT U

Cost of Construction

EXHIBIT V

Subcontractor List

Youth Outdoor Sports Complex Schedule of Values

This project will include development of a five (5) field softball/baseball complex adjacent to the Shawnee Park Sports Complex and two (2) soccer/football fields at the intersection of Minnesota Avenue and College Street. The recommended General Contractor for the project is Penzel Construction Company, Inc.

As follows is an overview of the bid submitted for the project:

- Base bid - includes five (5) softball/baseball fields with natural sod outfields and Engineered Soil infields and two (2) football/soccer fields with natural sod.
\$5,001,386
- Concrete Work – sidewalks, bleacher and dugout pads. \$191,779
- Turf Infields on five (5) softball/baseball fields. \$379,604

Total Value - \$5,572,769

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting thirteen (13) Permanent Drainage Easements and eighteen (18) Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The project is funded via the Parks and Recreation and Stormwater Phase 2 (PRS2) tax initiative that was passed by the citizens of Cape Girardeau in April 2018 and an American Rescue Plan Act (ARPA) grant. The project consists of replacing/upgrading street crossings at the following locations:

Westwood Drive, between Glenridge Drive and Sherwood Drive;

Glenridge Drive, west of Westwood Drive;

Melrose Avenue, between Margaret Street and Randol Drive;

Lisa Drive, west of Randol Drive; and

Perryville Road, between Sherwood Drive and Rotary Drive.

The project has been designed and was bid out earlier this year. The project was awarded to Fronabarger Concreters, Inc. on October 7, 2024. Construction is expected to begin in February 2025.

FINANCIAL IMPACT

Funding for the PRS2/ARPA Stormwater Projects is from the Parks and Recreation and Stormwater Phase 2 (PRS2) fund and American Rescue Plan Act (ARPA) funds. City staff applied for and received an ARPA grant under the Stormwater Category for this project. The grant pays 79%, the City pays 21%.

All Easements for this project were donated by the property owners.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The improvements will aid with stormwater drainage in the Lisa Branch and Scivally Branch watersheds. The easements are necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair utilities in, on, upon, under or across said property, together with all the

useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, said property located in the City and County of Cape Girardeau, Missouri.

STAFF RECOMMENDATION

Staff recommends Council accept the thirteen (13) Permanent Drainage Easements and eighteen (18) Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects.

ATTACHMENTS:	
Name:	Description:
25-04-Easements PRS2 Stormwater Projects.doc	Ordinance
PDE 2414 Glenridge Drive EXECUTED.pdf	2414 Glenridge PDE
TCE 2414 Glenridge Drive EXECUTED.pdf	2414 Glenridge TCE
PDE 2415 Glenridge EXECUTED.pdf	2415 Glenridge PDE
TCE 2415 Glenridge EXECUTED.pdf	2415 Glenridge TCE
PDE 2418 Glenridge Dr EXECUTED.pdf	2418 Glenridge PDE
TCE 2418 Glenridge Dr EXECUTED.pdf	2418 Glenridge TCE
PDE 2419 Glenridge Dr EXECUTED.pdf	2419 Glenridge PDE
TCE 2419 Glenridge Dr EXECUTED .pdf	2419 Glenridge TCE
PDE 2555 Lisa Drive EXECUTED.pdf	2555 Lisa PDE
TCE 2555 Lisa Drive EXECUTED.pdf	2555 Lisa TCE
EXECUTED PDE 2560 Lisa Drive.pdf	2560 Lisa PDE
EXECUTED TCE 2560 Lisa Drive.pdf	2560 Lisa TCE
EXECUTED TCE 1832 Margaret Street.pdf	1832 Margaret TCE
TCE EXECUTED 2437 Melrose Ave.pdf	2437 Melrose TCE
TCE EXECUTED 2440 Melrose Avenue.pdf	2440 Melrose TCE
PDE 1852 Perryville RD EXECUTED.pdf	1852 Perryville PDE
TCE 1852 Perryville Road EXECUTED.pdf	1852 Perryville TCE
PDE EXECUTED 1855 Perryville.pdf	1855 Perryville PDE
TCE EXECEUTED 1855 Perryville.pdf	1855 Perryville TCE
EXECUTED PDE 1712 Randol Ave.pdf	1712 Randol PDE
EXECUTED TCE 1712 Randol Ave.pdf	1712 Randol TCE
PDE EXECUTED 1804 Westwood Drive.pdf	1804 Westwood PDE
TCE EXECUTED 1804 Westwood Drive.pdf	1804 Westwood TCE
PDE EXECUTED 1809 Westwood Drive.pdf	1809 Westwood PDE
TCE EXECUTED 1809 Westwood Drive.pdf	1809 Westwood TCE
PDE EXECUTED 1823 Westwood.pdf	1823 Westwood PDE
TCE EXECUTED 1823 Westwood.pdf	1823 Westwood TCE
EXECUTED PDE 1824 Westwood Drive.pdf	1824 Westwood PDE
EXECUTED TCE 1824 Westwood Drive.pdf	1824 Westwood TCE
EXHIBITS All Locations for the 2024 PSR2 Drainage Improvements.pdf	Exhibits

BILL NO. 25-04

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING PERMANENT DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FROM VARIOUS PROPERTY OWNERS FOR THE PRS2 STORMWATER PROJECTS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, Permanent Drainage Easements and Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, from the property owners outlined below, described as follows:

2414 Glenridge Drive from CHERYL L. ELLIS

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the west 12.00 feet of a tract of land described in Document 2016-05522 containing 204 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the west 20.00 feet of a tract of land described in Document 2016-05522 containing 1,040 square feet more or less.

2415 Glenridge Drive from DANIEL MACKE

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lots 8 & 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652 for the Point of Beginning; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence S 89°43'34" W, 19.10 feet; Thence N 00°41'12" W, 54.46 feet; Thence N 00°16'43" W, 26.74 feet; Thence N 00°15'00" W, 33.53 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00" W, 7.29 feet to the Point of Beginning, containing 1,124 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet to the Point of Beginning; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence N 89°43'34" E, 35.00 feet; Thence S 01°28'22" E, 16.05 feet to the South line of Lot 9; Thence along said South line, S 89°46'25" W, 35.00 feet to the Point of Beginning, containing 561 square feet more or less.

2418 Glenridge Drive from SANDRA K. MILLER, F/K/A SANDRA K. UHRHAN

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the east 12.00 feet of a tract of land described in Book 540, Page 607 containing 204 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the east 20.00 feet of a tract of land described in Book 540, Page 607 containing 1,040 square feet more or less.

2419 Glenridge Drive from IRINA P. USTINOVA

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South line S 89°45'00" W, 7.50 feet to the West line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10653; Thence along said West line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 3.00 feet; Thence N 01°17'47" W, 66.27 feet; Thence N 89°25'05" E, 1.46 feet; Thence N

00°18'17" W, 36.71 feet; Thence S 89°25'00" W, 2.09 feet; Thence N 01°18'10" W, 27.76 feet to the South right of way line of Glenridge Drive; Thence along said South line, N 89°45'00" E, 3.00 feet to the Point of Beginning, containing 327 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #1

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00' W, 10.50 feet to the Point of Beginning; Thence leaving said South right of way line, S 01°18'10" E, 27.76 feet; Thence S 89°25'05" W, 7.96 feet; Thence N 01°29'32" W, 27.81 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, N 89°45'00" E, 8.05 feet to the Point of Beginning, containing 222 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #2

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of Document 2007-15660 said point being on the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 10.50 feet to the Point of beginning; Thence continue along said South line, S 89°46'25" W, 7.46 feet; Thence departing said South line, N 00°01'04" W, 66.22 feet; Thence N 89°25'05" E, 5.98 Feet; Thence S 01°17'47" E, 66.27 feet to the Point of Beginning, containing 445 square feet more or less.

2555 Lisa Drive from SIMMONS PROPERTIES, LLC

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet to the Point of Beginning said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13, Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 feet; Thence leaving said West line, S 88°31'19" W, 6.38 feet; Thence N 00°55'29" W, 25.98 feet to the South right of way line of Lisa Drive; Thence along said South right of way line, N 89°52'33" E 6.14 feet to the Point of Beginning, containing 162 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet, said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13 at Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 Feet to the Point of Beginning; Thence continue along said West line, S 01°27'47" E, 35.01 feet; Thence leaving said West line, S 89°52'33" W, 10.47 feet; Thence N 01°27'47" W, 60.84 feet to the South right of way line of Lisa Drive; Thence along said right of way line, N 89°52'33" E, 4.33 feet; Thence leaving said South right of way line, S 00°55'29" E, 25.98 feet; Thence N 88°31'19" E, 6.38 feet to the Point of Beginning, containing 475 square feet more or less.

2560 Lisa Drive from HALL RENTAL PROPERTIES, LLC

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 20.01 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 5.41 feet; Thence Leaving said South line, N 07°29'40" E, 34.08 feet to the West line of a 20.00 feet wide drainage easement as recorded in Plat 13, at Page 21; Thence along the West line of said drainage easement, S 01°38'12" E, 33.79 feet to the Point of Beginning, containing 91 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 25.42 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 9.23 feet; Thence Leaving said South line, N 07°31'37" E, 91.90 feet to the West line of a 20.00 feet wide drainage easement recorded in Book 13 at Page 21; Thence along the said West line, S 01°38'12" E, 57.32 feet; Thence leaving said West line, S 07°29'40" W, 34.08 feet to the Point of Beginning, containing 575 square feet more or less.

1832 Margaret Street from JENNIFER LAURENTIUS

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 2, Block 5 of Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 2, Block 5, Thence along the East line of said Lot 2, S 01°03'01" E,

20.00 feet to the Southeast corner of a 20.00 feet wide grading and drainage easement, recorded in Book 474, Page 678 and being the Point of Beginning; Thence continue along said East line, S 01°03'01" E, 28.98 feet; Thence leaving said East line, N 33°40'48" W, 34.67 feet to the South line of said existing grading and drainage easement recorded in Book 474 at page 678; Thence along the South line thereof, N 89°37'39" E, 18.70 feet to the Point of Beginning, containing 271 square feet more or less.

2437 Melrose Avenue from HABITAT FOR HUMANITY - CAPE AREA

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 3, Block 5 of Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3, Block 5 said point being on the South right of way line of Melrose Avenue; Thence N 89°37'39" E, 19.08 feet; Thence leaving said South right of way line, S 30°27'01" E, 26.59 feet; Thence S 50°24'51" W, 41.08 feet to the West line of said Lot 3; Thence along the West line of said Lot 3, N 01°03'02 W, 48.98 feet to the Point of Beginning, containing 1,006 square feet more or less.

2440 Melrose Avenue from THE ABBOTT FAMILY REVOCABLE TRUST

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 1, of Melrose Place as recorded in Plat Book 17 at Page 68 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1, Thence along the west line of said Lot 1, N 01°27'46" W, 20.00 feet to the Northwest corner of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along the North line thereof, N 89°36'55" E, 15.00 feet to the East line of an existing drainage easement recorded in

Plat Book 17, Page 68 for the Point of Beginning; Thence along the East line thereof, N 01°27'46" W, 21.27 feet; Thence leaving said East line, S 32°20'05" E, 25.06 feet to the North line of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along said North line, S 89°36'55" W, 12.86 feet to the Point of Beginning, containing 137 square feet more or less.

1852 Perryville Road from WARREN L. MASTERS

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 60.54 to the Point of Beginning; Thence continue along said north right of way line, N 45°19'39" W, 13.34 feet; Thence leaving said north right of way line, N 46°57'55" E, 14.40 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the Point of Beginning containing 188 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 32.89 feet to the Point of Beginning; Thence leaving said north right of way line, N 40°21'26" E, 22.80 feet; Thence N 00°52'47" W, 35.27 feet; Thence S 87°45'15" W, 18.65 feet; Thence S 46°57'55" W, 19.45 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the North right of way line of Perryville Road; Thence along said right of way line S 45°19'39" E, 27.65 feet to

the Point of Beginning, containing 1,256 square feet more or less.

1855 Perryville Road from BETHEL ASSEMBLY OF GOD, CAPE GIRARDEAU, MISSOURI, INC.

PERMANENT DRAINAGE EASEMENT

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the South right of way line of Perryville Road; Thence along said South right of way line, S 45°19'39" E, 33.00 feet; Thence leaving said right of way line, S 42°40'30" W, 15.00 feet; Thence N 45°19'39" W, 33.00 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 495 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the south right of way line of Perryville Road; Thence along said south right of way line, S 45°19'39" E, 33.00 feet to the Point of Beginning; Thence continue along said right of way line, S 45°19'39" E, 32.72 feet; Thence leaving said right of way line, S 37°58'19" W, 21.58 feet; Thence S 60°19'49" W, 30.94 feet; Thence N 45°41'40" W, 58.09 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 36.62 feet; Thence leaving said Southeasterly line, S 45°19'39" E, 33.00 feet; Thence N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 2,814 square feet more or less.

1712 Randol Avenue from BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU,
MISSOURI

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lots 16 & 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 117.84 feet to the Point of Beginning; Thence leaving said North line, S 01°28'30" E, 20.94 feet; Thence S 88°32'27" W, 34.37 feet; Thence N 46°27'33" W, 11.74 feet; Thence N 01°50'26" W, 13.56 feet to the North line of said Lot 17; Thence along the North lines of Lots 17 & 16, N 89°46'25" E, 42.77 feet to the Point of Beginning, containing 879 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #1

All the grantor's land lying in a part of Lot 16, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 82.84 feet to the Point of Beginning; Thence leaving said North line, S 01°29'56" E, 20.19 feet; Thence S 88°32'27" W, 35.00 feet; Thence N 01°28'30" W, 20.94 feet to the North line of Lot 16; Thence along said North line, N 89°46'25" E, 35.00 feet to the Point of Beginning, containing 720 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #2

All the grantor's land lying in a part of Lot 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15, 16 & 17, S 89°46'25" W, 160.61 feet to the Point of Beginning; Thence continue along the North line of Lot 17, S 89°46'25" W, 7.46 feet; Thence leaving said North line, S 00°01'05" E, 6.02 feet; Thence S 46°27'32" E, 10.88 feet; Thence N 01°50'26" W, 13.56 feet to the Point of Beginning, containing 74 square feet more or less.

1804 Westwood Drive from CECIL AND BRANDI RAY

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 13.00 feet of the west 16.00 feet of a tract of land described in Document 2020-01481 containing 208 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 17.00 feet of the west 51.00 feet of a tract of land described in Document 2020-01481 containing 867 square feet more or less.

1809 Westwood Drive from FRED R. (DECEASED) AND CHRISTINE KELLER

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 8.00 feet of the east 17.00 feet of a tract of land described in Document 2018-07725 containing 136 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 16.00 feet of the east 52.00 feet of a tract of land described in Document 2018-07725 containing 832 square feet more or less.

1823 Westwood Drive from PALIZA SHRESTHA & NELISH PRADHAN

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 16.00 feet of the east 17.00 feet of a tract of land described in Document 2022-10572 containing 272 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 25.00 feet of the east 52.00 feet of a tract of land described in Document 2022-10572 containing 1,300 square feet more or less.

1824 Westwood Drive from TIMOTHY G. AND LAURIE S. WELTER

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 20.00 feet of the west 16.00 feet of a tract of land described in Book 612, Page 227 containing 320 square feet more or less

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 24.00 feet of the west 51.00 feet of a tract of land described in Book 612, Page 227 containing 1,224 square feet more or less.

ARTICLE 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



PERMANENT DRAINAGE EASEMENT
PRS2 Drainage Improvements Project
2414 Glenridge Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CHERYL L. ELLIS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the west 12.00 feet of a tract of land described in Document 2016-05522 containing 204 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2414 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CHERYL L. ELLIS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the west 20.00 feet of a tract of land described in Document 2016-05522 containing 1,040 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2415 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **DANIEL MACKE**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lots 8 & 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652 for the Point of Beginning; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence S 89°43'34" W, 19.10 feet; Thence N 00°41'12" W, 54.46 feet; Thence N 00°16'43" W, 26.74 feet; Thence N 00°15'00" W, 33.53 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00" W, 7.29 feet to the Point of Beginning, containing 1,124 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
2415 Glenridge Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **DANIEL MACKE**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet to the Point of Beginning; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence N 89°43'34" E, 35.00 feet; Thence S 01°28'22" E, 16.05 feet to the South line of Lot 9; Thence along said South line, S 89°46'25" W, 35.00 feet to the Point of Beginning, containing 561 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
2418 Glenridge Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the east 12.00 feet of a tract of land described in Book 540, Page 607 containing 204 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2418 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the east 20.00 feet of a tract of land described in Book 540, Page 607 containing 1,040 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 18th day of April, 2024.

Sandra K Miller
SANDRA K. MILLER,
F/K/A SANDRA K. UHRHAN

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

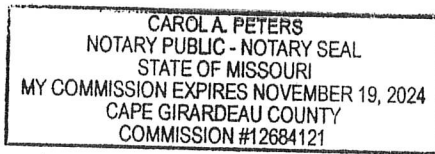
BE IT REMEMBERED, that on this 18th day of April, 2024, before me, the undersigned notary public, personally appeared **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as the owner of said property and acknowledge that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Carol A Peters
Notary Public

My Commission Expires:

11-19-24



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2419 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **IRINA P. USTINOVA**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

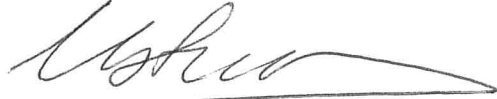
Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South line S 89°45'00" W, 7.50 feet to the West line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10653; Thence along said West line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 3.00 feet; Thence N 01°17'47" W, 66.27 feet; Thence N 89°25'05" E, 1.46 feet; Thence N 00°18'17" W, 36.71 feet; Thence S 89°25'00" W, 2.09 feet; Thence N 01°18'10" W, 27.76 feet to the South right of way line of Glenridge Drive; Thence along said South line, N 89°45'00" E, 3.00 feet to the Point of Beginning, containing 327 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of March, 2024.

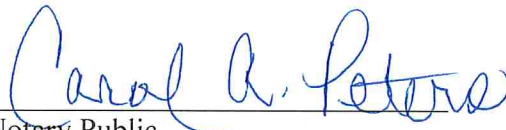


IRINA P. USTINOVA

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

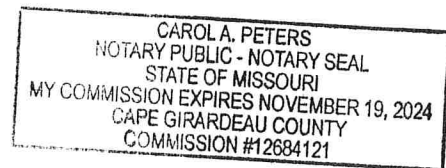
BE IT REMEMBERED, that on this 11th day of March, 2024, before me, the undersigned notary public, personally appeared IRINA P. USTINOVA, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as owner of said property and acknowledge that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.


Notary Public

My Commission Expires:

11-19-24



TEMPORARY CONSTRUCTION EASEMENTS

PRS2 Drainage Improvements Project
2419 Glenridge Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **IRINA P. USTINOVA**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENTS** on the property described as follows:

Temporary Construction Easement # 1

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00" W, 10.50 feet to the Point of Beginning; Thence leaving said South right of way line, S 01°18'10" E, 27.76 feet; Thence S 89°25'05" W, 7.96 feet; Thence N 01°29'32" W, 27.81 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, N 89°45'00" E, 8.05 feet to the Point of Beginning, containing 222 square feet more or less.

Temporary Construction Easement # 2

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of Document 2007-15660 said point being on the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 10.50 feet to the Point of beginning; Thence continue along said South line, S 89°46'25" W, 7.46 feet; Thence departing said South line,

N 00°01'04" W, 66.22 feet; Thence N 89°25'05" E, 5.98 Feet; Thence S 01°17'47" E, 66.27 feet to the Point of Beginning, containing 445 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of March, 2024.




IRINA P. USTINOVA

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 11th day of March, 2024, before me, the undersigned notary public, personally appeared IRINA P. USTINOVA, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, have executed the within instrument as a free act and deed as owner of said property and acknowledge that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.


Notary Public

My Commission Expires:
11-19-24

CAROL A. PETERS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 19, 2024
CAPE GIRARDEAU COUNTY
COMMISSION #12684121

PERMANENT DRAINAGE EASEMENT
PRS2 Drainage Improvements Project
2555 Lisa Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SIMMONS PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet to the Point of Beginning said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13, Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 feet; Thence leaving said West line, S 88°31'19" W, 6.38 feet; Thence N 00°55'29" W, 25.98 feet to the South right of way line of Lisa Drive; Thence along said South right of way line, N 89°52'33" E 6.14 feet to the Point of Beginning, containing 162 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2555 Lisa Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SIMMONS PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet, said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13 at Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 Feet to the Point of Beginning; Thence continue along said West line, S 01°27'47" E, 35.01 feet; Thence leaving said West line, S 89°52'33" W, 10.47 feet; Thence N 01°27'47" W, 60.84 feet to the South right of way line of Lisa Drive; Thence along said right of way line, N 89°52'33" E, 4.33 feet; Thence leaving said South right of way line, S 00°55'29" E, 25.98 feet; Thence N 88°31'19" E, 6.38 feet to the Point of Beginning, containing 475 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2560 Lisa Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **HALL RENTAL PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 20.01 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 5.41 feet; Thence Leaving said South line, N 07°29'40" E, 34.08 feet to the West line of a 20.00 feet wide drainage easement as recorded in Plat 13, at Page 21; Thence along the West line of said drainage easement, S 01°38'12" E, 33.79 feet to the Point of Beginning, containing 91 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned has executed this easement this 14 day of June, 2024.

HALL RENTAL PROPERTIES, LLC

Jesse C Hall
Signature

Jesse Hall Owner
Printed Name & Title

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

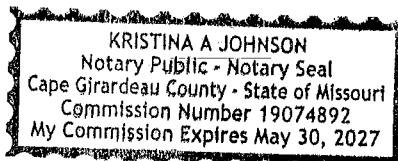
BE IT REMEMBERED, that on this 14th day of June, 2024, before me, the undersigned notary public, personally appeared Jesse Hall, who being by me duly sworn, did state that he/she is an authorized representative of HALL RENTAL PROPERTIES, LLC, a Missouri limited liability company, and that HALL RENTAL PROPERTIES, LLC, is the owner in fee of the above said property, and that he/she has the authority to sign for said company and has executed the within instrument as a free act and deed of said limited liability company and acknowledge that he/she have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Kristina A Johnson
Notary Public

My Commission Expires:

May 30, 2027



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2560 Lisa Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **HALL RENTAL PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 25.42 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 9.23 feet; Thence Leaving said South line, N 07°31'37" E, 91.90 feet to the West line of a 20.00 feet wide drainage easement recorded in Book 13 at Page 21; Thence along the said West line, S 01°38'12" E, 57.32 feet; Thence leaving said West line, S 07°29'40" W, 34.08 feet to the Point of Beginning, containing 575 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned has executed this easement this 14th day of June, 2024.

HALL RENTAL PROPERTIES, LLC

Jesse C Hall
Signature

Jesse C Hall owner
Printed Name & Title

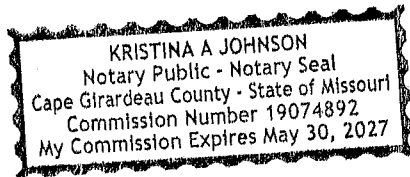
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 14th day of June, 2024, before me, the undersigned notary public, personally appeared Jesse Hall, who being by me duly sworn, did state that he/she is an authorized representative of HALL RENTAL PROPERTIES, LLC, a Missouri limited liability company, and that HALL RENTAL PROPERTIES, LLC, is the owner in fee of the above said property, and that he/she has the authority to sign for said company and has executed the within instrument as a free act and deed of said limited liability company and acknowledge that he/she have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Kristina A Johnson
Notary Public

My Commission Expires:
May 30, 2027



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1832 Margaret Street
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **JENNIFER LAURENTIUS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 2, Block 5 of Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:


Commencing at the Northeast corner of said Lot 2, Block 5, Thence along the East line of said Lot 2, S 01°03'01" E, 20.00 feet to the Southeast corner of a 20.00 feet wide grading and drainage easement, recorded in Book 474, Page 678 and being the Point of Beginning; Thence continue along said East line, S 01°03'01" E, 28.98 feet; Thence leaving said East line, N 33°40'48" W, 34.67 feet to the South line of said existing grading and drainage easement recorded in Book 474 at page 678; Thence along the South line thereof, N 89°37'39" E, 18.70 feet to the Point of Beginning, containing 271 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page To Follow.

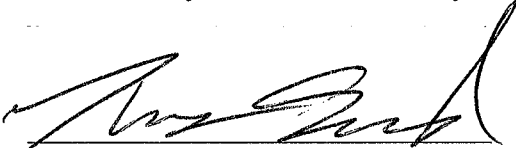
IN WITNESS WHEREOF, the undersigned has executed this easement this 18 day of JULY, 2024.


JENNIFER LAURENTIUS

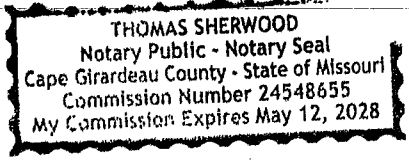
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 18 day of JULY, 2024, before me, the undersigned notary public, personally appeared JENNIFER LAURENTIUS, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as owner of said property and acknowledge that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.


Notary Public

My Commission Expires:



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2437 Melrose Ave

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **HABITAT FOR HUMANITY - CAPE AREA**, a Missouri non-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

ALL THE GRANTOR'S LAND LYING IN A PART OF LOT 3, BLOCK 5 OF ALMA SCHRADER SUBDIVISION AS RECORDED IN PLAT BOOK 6 AT PAGE 56 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 5 SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MELROSE AVENUE; THENCE N 89°37'39" E, 19.08 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 30°27'01" E, 26.59 FEET; THENCE S 50°24'51" W, 41.08 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG THE WEST LINE OF SAID LOT 3, N 01°03'02 W, 48.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1,006 SQUARE FEET MORE OR LESS.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature page to follow

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2440 Melrose Avenue

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **REBA ABBOTT, TRUSTEE OF THE ABBOTT FAMILY REVOCABLE TRUST**, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 1, of Melrose Place as recorded in Plat Book 17 at Page 68 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1, Thence along the west line of said Lot 1, N 01°27'46" W, 20.00 feet to the Northwest corner of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along the North line thereof, N 89°36'55" E, 15.00 feet to the East line of an existing drainage easement recorded in Plat Book 17, Page 68 for the Point of Beginning; Thence along the East line thereof, N01°27'46" W, 21.27 feet; Thence leaving said East line, S 32°20'05" E, 25.06 feet to the North line of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along said North line, S 89°36'55" W, 12.86 feet to the Point of Beginning, containing 137 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page to Follow

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1852 Perryville Road

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **WARREN L. MASTERS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 60.54 to the Point of Beginning; Thence continue along said north right of way line, N 45°19'39" W, 13.34 feet; Thence leaving said north right of way line, N 46°57'55" E, 14.40 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the Point of Beginning containing 188 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this May day of 24 of —, 2024.

Warren L. Masters
WARREN L. MASTERS

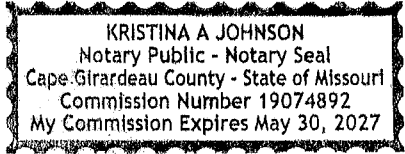
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 24th day of May, 2024, before me, the undersigned notary public, personally appeared WARREN L. MASTERS, a single person, who being by me duly sworn, did state that he is the owner in fee of the above said property, has executed the within instrument as a free act and deed as owner of said property and acknowledge that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Kristina A. Johnson
Notary Public

My Commission Expires:
May 30, 2027



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

1852 Perryville Road

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **WARREN L. MASTERS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 32.89 feet to the Point of Beginning; Thence leaving said north right of way line, N 40°21'26" E, 22.80 feet; Thence N 00°52'47" W, 35.27 feet; Thence S 87°45'15" W, 18.65 feet; Thence S 46°57'55" W, 19.45 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the North right of way line of Perryville Road; Thence along said right of way line S 45°19'39" E, 27.65 feet to the Point of Beginning, containing 1,256 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that he is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
1855 Perryville Road
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHEL ASSEMBLY OF GOD, CAPE GIRARDEAU, MISSOURI, INC.**, a not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the South right of way line of Perryville Road; Thence along said South right of way line, S 45°19'39" E, 33.00 feet; Thence leaving said right of way line, S 42°40'30" W, 15.00 feet; Thence N 45°19'39" W, 33.00 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 495 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1855 Perryville Road
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHEL ASSEMBLY OF GOD, CAPE GIRARDEAU, MISSOURI, INC.**, a not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the south right of way line of Perryville Road; Thence along said south right of way line, S 45°19'39" E, 33.00 feet to the Point of Beginning; Thence continue along said right of way line, S 45°19'39" E, 32.72 feet; Thence leaving said right of way line, S 37°58'19" W, 21.58 feet; Thence S 60°19'49" W, 30.94 feet; Thence N 45°41'40" W, 58.09 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 36.62 feet; Thence leaving said Southeasterly line, S 45°19'39" E, 33.00 feet; Thence N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 2,814 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1712 Randol Avenue

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU, MISSOURI**, a Missouri not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lots 16 & 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 117.84 feet to the Point of Beginning; Thence leaving said North line, S 01°28'30" E, 20.94 feet; Thence S 88°32'27" W, 34.37 feet; Thence N 46°27'33" W, 11.74 feet; Thence N 01°50'26" W, 13.56 feet to the North line of said Lot 17; Thence along the North lines of Lots 17 & 16, N 89°46'25" E, 42.77 feet to the Point of Beginning, containing 879 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENTS

PRS2 Drainage Improvements Project

1712 Randol Avenue

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU, MISSOURI**, a Missouri not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENTS** on the property described as follows:

Temporary Construction Easement # 1

All the grantor's land lying in a part of Lot 16, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 82.84 feet to the Point of Beginning; Thence leaving said North line, S 01°29'56" E, 20.19 feet; Thence S 88°32'27" W, 35.00 feet; Thence N 01°28'30" W, 20.94 feet to the North line of Lot 16; Thence along said North line, N 89°46'25" E, 35.00 feet to the Point of Beginning, containing 720 square feet more or less.

Temporary Construction Easement # 2

All the grantor's land lying in a part of Lot 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15, 16 & 17, S 89°46'25" W, 160.61 feet to the Point of Beginning; Thence continue along the North line of Lot 17, S 89°46'25" W, 7.46 feet; Thence leaving said North line, S 00°01'05" E, 6.02 feet; Thence S 46°27'32" E, 10.88 feet; Thence North 01°50'26" W, 13.56 feet to the Point of Beginning, containing 74 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 4th day of March, 2024.

BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU, MISSOURI

Terry Rollins
Signature

Terry Rollins
Printed Name and Title

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

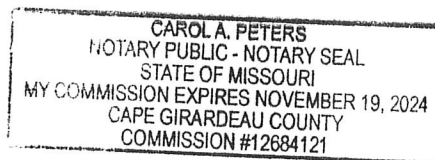
BE IT REMEMBERED, that on this 4th day of March, 2024, before me, the undersigned notary public, personally appeared Terry Rollins who did say that he/she is the Building & Grounds Chairman for BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU, MISSOURI, a Missouri not-for-profit corporation, who being by me duly sworn, did state that said corporation is the owner in fee of the above said property, has executed the within instrument as a free act and deed of said corporation and acknowledge that he/she has executed the same for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Carol A. Peters
Notary Public

My Commission Expires:

11-19-24



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1804 Westwood Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CECIL & BRANDI RAY**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 13.00 feet of the west 16.00 feet of a tract of land described in Document 2020-01481 containing 208 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT
PRS2 Drainage Improvements Project
1804 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CECIL & BRANDI RAY**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 17.00 feet of the west 51.00 feet of a tract of land described in Document 2020-01481 containing 867 square feet more or less.


Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.


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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 24 day of April, 2024.



Cecil Ray

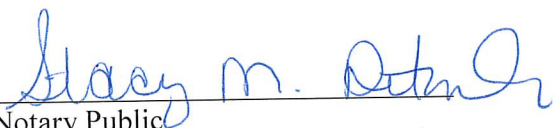


Brandi Ray

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 24 day of April, 2024, before me, the undersigned notary public, personally appeared **Cecil & Brandi Ray**, husband and wife, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.



Notary Public

My Commission Expires:
10-20-24

STACY M DETWEILER
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: October 20, 2024
Commission #12380289

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
1809 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **FRED R. (NOW DECEASED) & CHRISTINE KELLER**, Widow of Fred R. Keller and now a Single Person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 8.00 feet of the east 17.00 feet of a tract of land described in Document 2018-07725 containing 136 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of June, 2024.

Christine S. Keller
Christine Keller

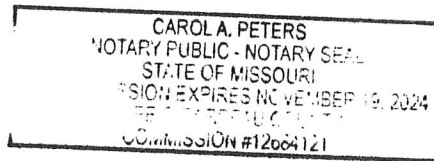
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 11th day of June, 2024, before me, the undersigned notary public, personally appeared **Christine Keller, who did state that she is the Widow of Fred R. Keller (Now Deceased) and that she is the sole surviving owner of 1809 Westwood Drive**, who being by me duly sworn that she has executed the foregoing instrument as a free act and deed for the said purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Carola A. Peters
Notary Public

My Commission Expires:
11-19-24



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1809 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **FRED R. (NOW DECEASED) & CHRISTINE KELLER**, Widow of Fred R. Keller and now a Single Person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land-lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 16.00 feet of the east 52.00 feet of a tract of land described in Document 2018-07725 containing 832 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1823 Westwood Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **PALIZA SHRESTHA & NELISH PRADHAN**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 16.00 feet of the east 17.00 feet of a tract of land described in Document 2022-10572 containing 272 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11 day of April, 2024.

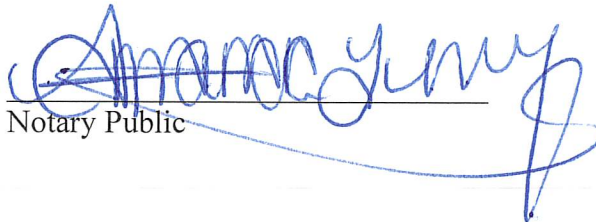
Nelish Pradhan

Nelish Pradhan

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

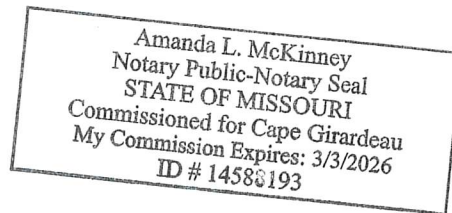
BE IT REMEMBERED, that on this 11th day of April, 2024, before me, the undersigned notary public, personally appeared **Nelish Pradhan**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.


Notary Public

My Commission Expires:

3/3/2026



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1823 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **PALIZA SHRESTHA & NELISH PRADHAN**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 25.00 feet of the east 52.00 feet of a tract of land described in Document 2022-10572 containing 1,300 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.


IN WITNESS WHEREOF, the undersigned has executed this easement this 12th day of April, 2024.

Nelish Pradhan
Nelish Pradhan

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 12th day of April, 2024, before me, the undersigned notary public, personally appeared **Nelish Pradhan**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

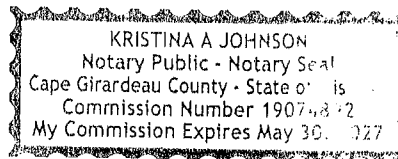
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.



Notary Public

My Commission Expires:

May 30, 2027



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
1824 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **TIMOTHY G. & LAURIE S. WELTER**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 20.00 feet of the west 16.00 feet of a tract of land described in Book 612, Page 227 containing 320 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 9 day of April, 2024.

Timothy G. Welter
Timothy G. Welter

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 9th day of April, 2024, before me, the undersigned notary public, personally appeared **Timothy G. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Amanda L. McKinney
Notary Public

My Commission Expires:

3/3/2026

Amanda L. McKinney
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cape Girardeau
My Commission Expires: 3/3/2026
ID # 14588193

IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

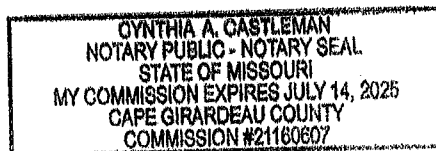
BE IT REMEMBERED, that on this 8 day of April, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025



IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

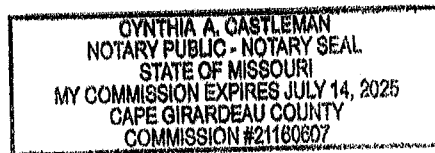
BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1824 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **TIMOTHY G. & LAURIE S. WELTER**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 24.00 feet of the west 51.00 feet of a tract of land described in Book 612, Page 227 containing 1,224 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey this easement.

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

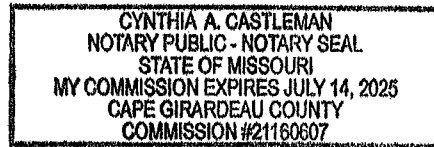
BE IT REMEMBERED, that on this 8 day of April, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025



IN WITNESS WHEREOF, the undersigned has executed this easement this 9 day of April, 2024.

Timothy G. Welter
Timothy G. Welter

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 9th day of April, 2024, before me, the undersigned notary public, personally appeared **Timothy G. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Amanda L. McKinney
Notary Public

My Commission Expires:
3/3/2026

Amanda L. McKinney
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cape Girardeau
My Commission Expires: 3/3/2026
ID # 14582193

IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

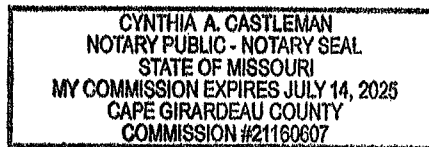
BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Cynthia A. Castleman
Notary Public

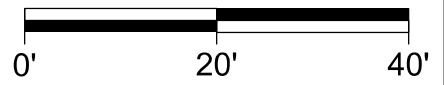
My Commission Expires:

07/14/2025





GRAPHIC SCALE

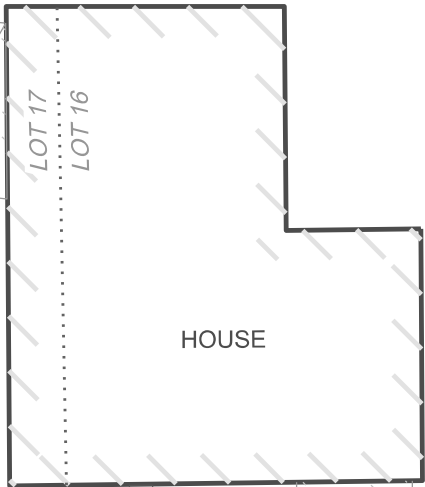


BLOCK 7
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
CHERYL L ELLIS
DOC # 2016-05522
2414 GLENRIDGE DR



AC



LOT 17
LOT 16

HOUSE

CHAIN LINK FENCE

CHAIN LINK FENCE

LOT 18
LOT 17

TEMPORARY
CONSTRUCTION
EASEMENT
(1,040 S.F.)

PERMANENT
DRAINAGE
EASEMENT
(204 S.F.)

20'

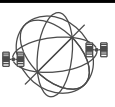
52'

12'

17'

R/W

GLENRIDGE DRIVE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
2414 GLENRIDGE DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

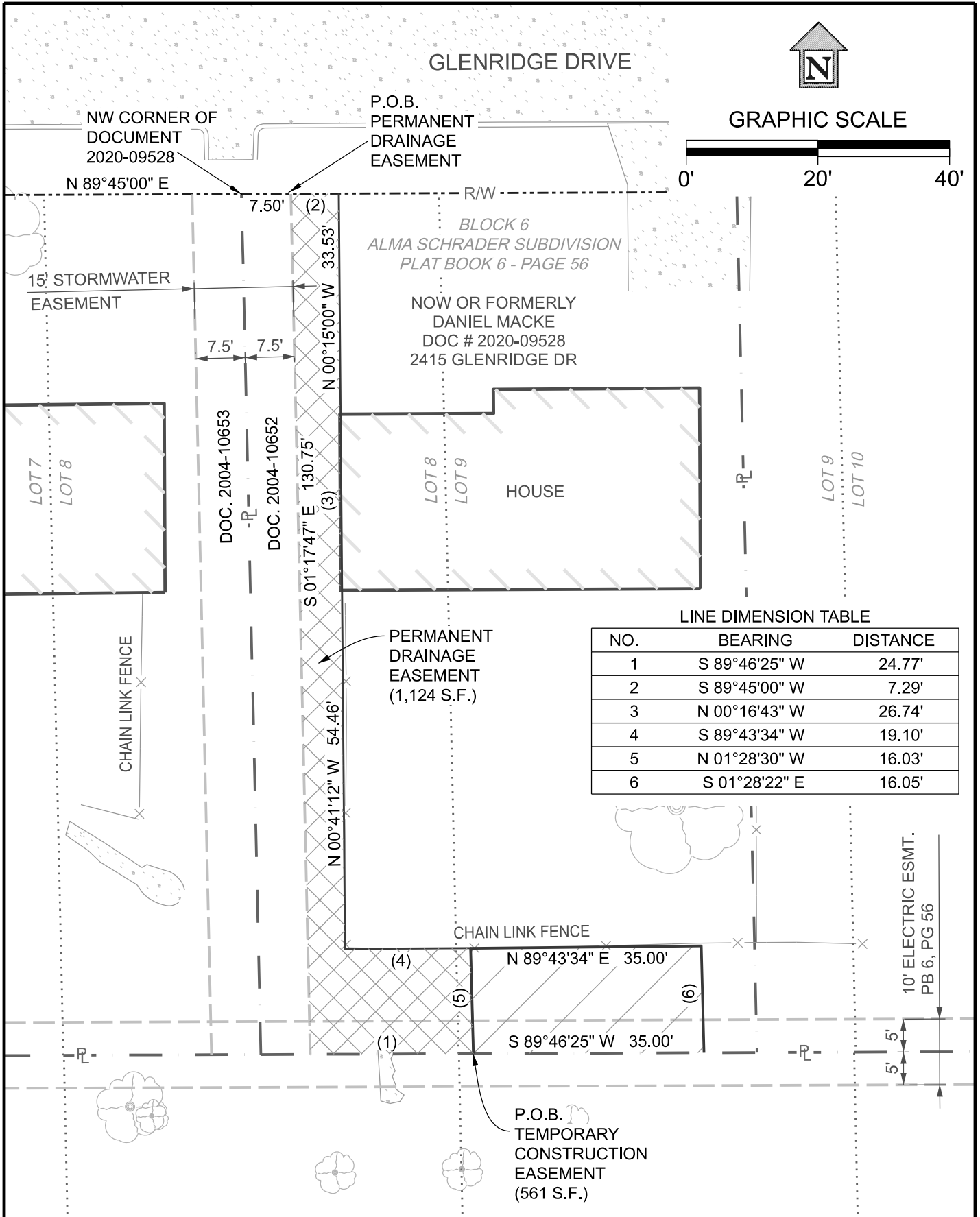
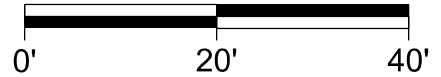
DATE: 02/15/2024

SHEET: 1 OF 1

GLENRIDGE DRIVE



GRAPHIC SCALE



LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 89°46'25" W	24.77'
2	S 89°45'00" W	7.29'
3	N 00°16'43" W	26.74'
4	S 89°43'34" W	19.10'
5	N 01°28'30" W	16.03'
6	S 01°28'22" E	16.05'

PERMANENT DRAINAGE EASEMENT (1,124 S.F.)

P.O.B. TEMPORARY CONSTRUCTION EASEMENT (561 S.F.)

10' ELECTRIC ESMT. PB 6, PG 56



Bowen

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Engineering Corporation Land Surveying Corporation
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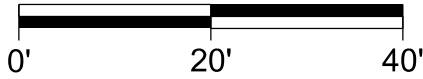
2121 Megan Drive
 Cape Girardeau, MO 63701
 Ph 573 339 5900
 Fax 573 339 1391
 www.bowenengsurv.com

**EASEMENT SKETCH FOR
 2415 GLENRIDGE DR.**

CAPE GIRARDEAU, MO
 PRS2 STORMWATER PROJECTS



GRAPHIC SCALE



BLOCK 7
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
SANDRA K UHRHAN
BOOK 540 - PAGE 607
2418 GLENRIDGE DR

LOT 19
LOT 18

-R-

LOT 18
LOT 17

HOUSE

CHAIN LINK FENCE

10' ELECTRIC ESMT.
PB 6, PG 56

SHED

AC

LOT 17
LOT 16

TEMPORARY
CONSTRUCTION
EASEMENT
(1,040 S.F.)

PERMANENT
DRAINAGE
EASEMENT
(204 S.F.)

20'

52'

12'

17'

R/W

GLENRIDGE DRIVE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation
MO State Cert. of Authority #000383

Land Surveying Corporation
MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
2418 GLENRIDGE DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

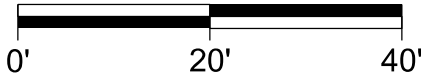
JOB NO: S23-037

DATE: 02/15/2024

SHEET: 1 OF 1



GRAPHIC SCALE



GLENRIDGE DRIVE

P.O.B. PERMANENT DRAINAGE EASEMENT

P.O.B. TEMPORARY CONSTRUCTION EASEMENT #1 (222 S.F.)

NE CORNER OF DOCUMENT 2007-15660

BLOCK 6
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
IRINA P USTINOVA
DOC # 2007-15660
2419 GLENRIDGE DR

15' STORMWATER EASEMENT

LOT 6
LOT 7

HOUSE

LOT 7
LOT 8

LOT 8
LOT 9

TEMPORARY CONSTRUCTION EASEMENT #2 (445 S.F.)

CONCRETE CHANNEL

CHAIN LINK FENCE

PERMANENT DRAINAGE EASEMENT (327 S.F.)

10' ELECTRIC ESMT.
PB 6, PG 56

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 89°25'05" E	5.98'
2	S 89°46'25" W	7.46'
3	S 89°46'25" W	3.00'
4	N 89°25'05" E	1.46'
5	S 89°25'00" W	2.09'
6	N 89°45'00" E	3.00'
7	S 89°25'05" W	7.96'
8	N 89°45'00" E	8.05'

S 89°46'25" W

P.O.B. TEMPORARY CONSTRUCTION EASEMENT #2 (445 S.F.)

SE CORNER OF DOCUMENT 2007-15660



Bowen

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Engineering Corporation
MO State Cert. of Authority #000383

Land Surveying Corporation
MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
2419 GLENRIDGE DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

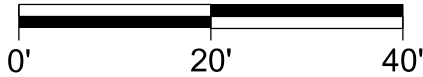
JOB NO: S23-037

DATE: 02/23/2024

SHEET: 1 OF 1



GRAPHIC SCALE



LISA DRIVE

NE COR LOT 61
GREENWOOD
SECOND
PB 13, PG 21

POB
PERMANENT
DRAINAGE
EASEMENT
(162 S.F.)

S 89°52'33" W
20.00'

R/W

(4) (6)

(1) (5)

(2)

(3)

POB
TEMPORARY
CONSTRUCTION
EASEMENT
(475 S.F.)

DUPLEX

N 01°27'47" W 60.84'

S 01°27'47" E 35.01'

BARBED WIRE FENCE

LOT 61
GREENWOOD SECOND SUBDIVISION
PLAT BOOK 13 - PAGE 21

NOW OR FORMERLY
SIMMONS PROPERTIES LLC
DOC. # 2017-00430
2555 LISA DR.

20'
DRAINAGE
EASEMENT
PLAT BOOK 13
PAGE 21

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 00°55'29" E	25.98'
2	N 88°31'19" E	6.38'
3	S 89°52'33" W	10.47'
4	N 89°52'33" E	4.33'
5	S 01°27'47" E	25.83'
6	N 89°52'33" E	6.14'



Bowen

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Engineering Corporation Land Surveying Corporation
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2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR 2555 LISA DR.

CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

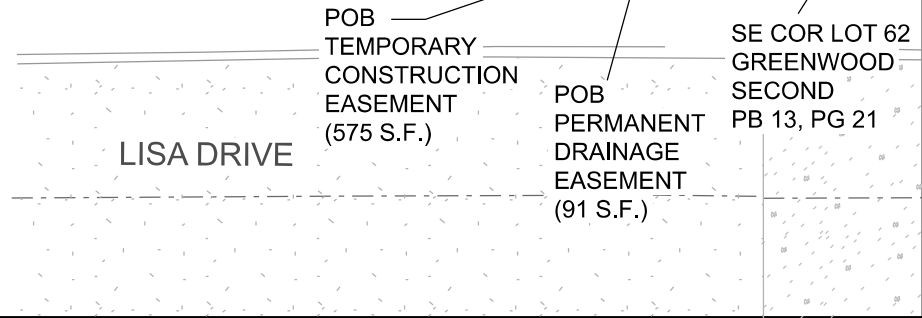
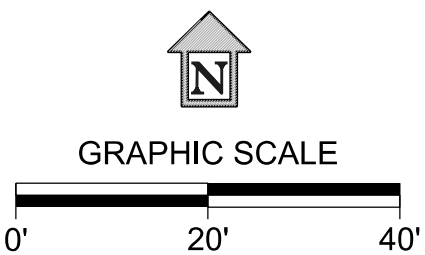
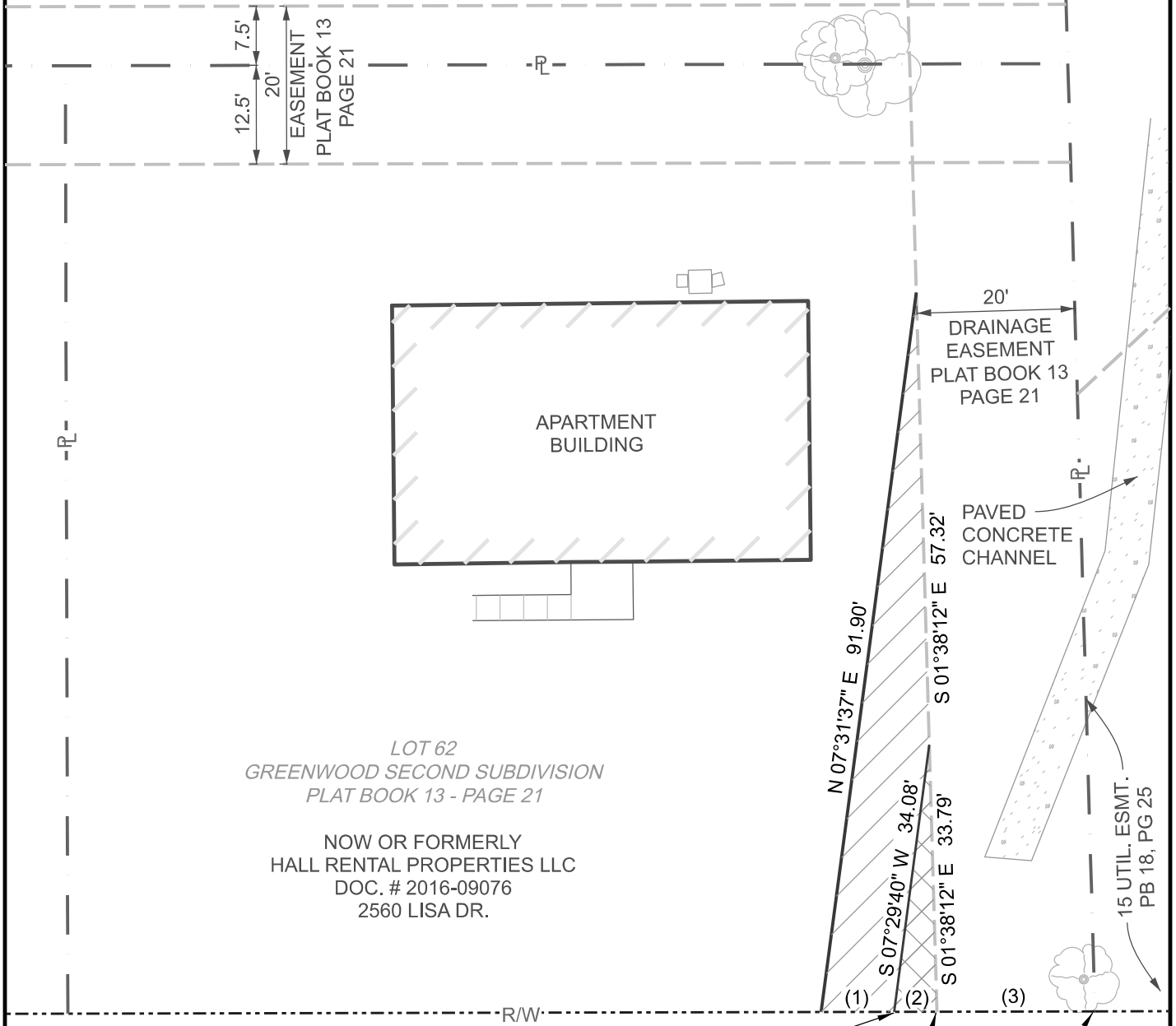
JOB NO: S23-037

DATE: 02/08/2024

SHEET: 1 OF 1

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 89°52'33" W	9.23'
2	S 89°52'33" W	5.41'
3	S 89°52'33" W	20.01'



Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

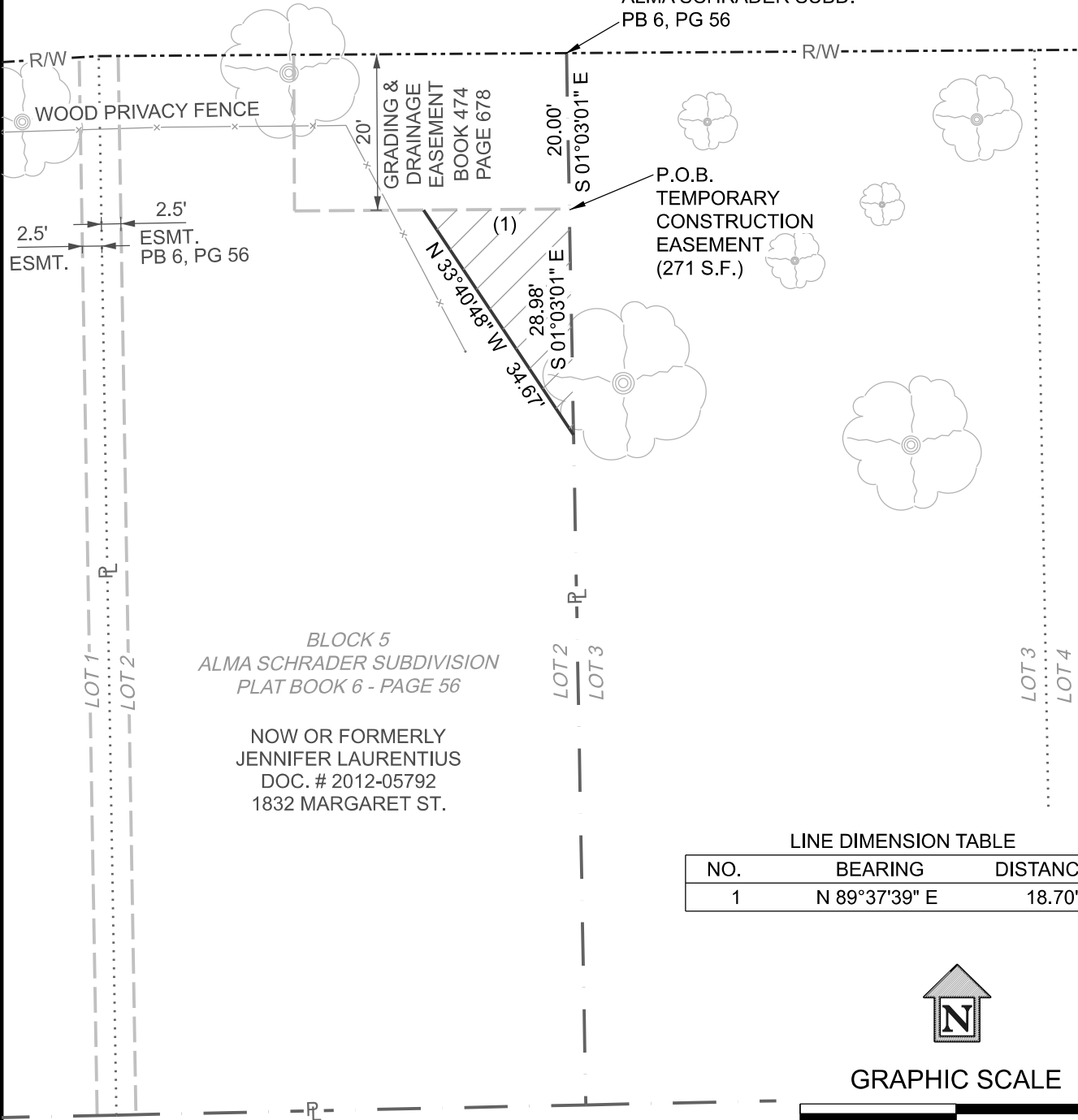
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

**EASEMENT SKETCH FOR
2560 LISA DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS**

JOB NO: S23-037 DATE: 02/23/2024 SHEET: 1 OF 1

MELROSE AVENUE

NE COR LOT 2 BLOCK 5
ALMA SCHRADER SUBD.
PB 6, PG 56



BLOCK 5
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

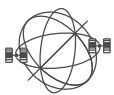
NOW OR FORMERLY
JENNIFER LAURENTIUS
DOC. # 2012-05792
1832 MARGARET ST.

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 89°37'39" E	18.70'



GRAPHIC SCALE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
1832 MARGARET ST.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

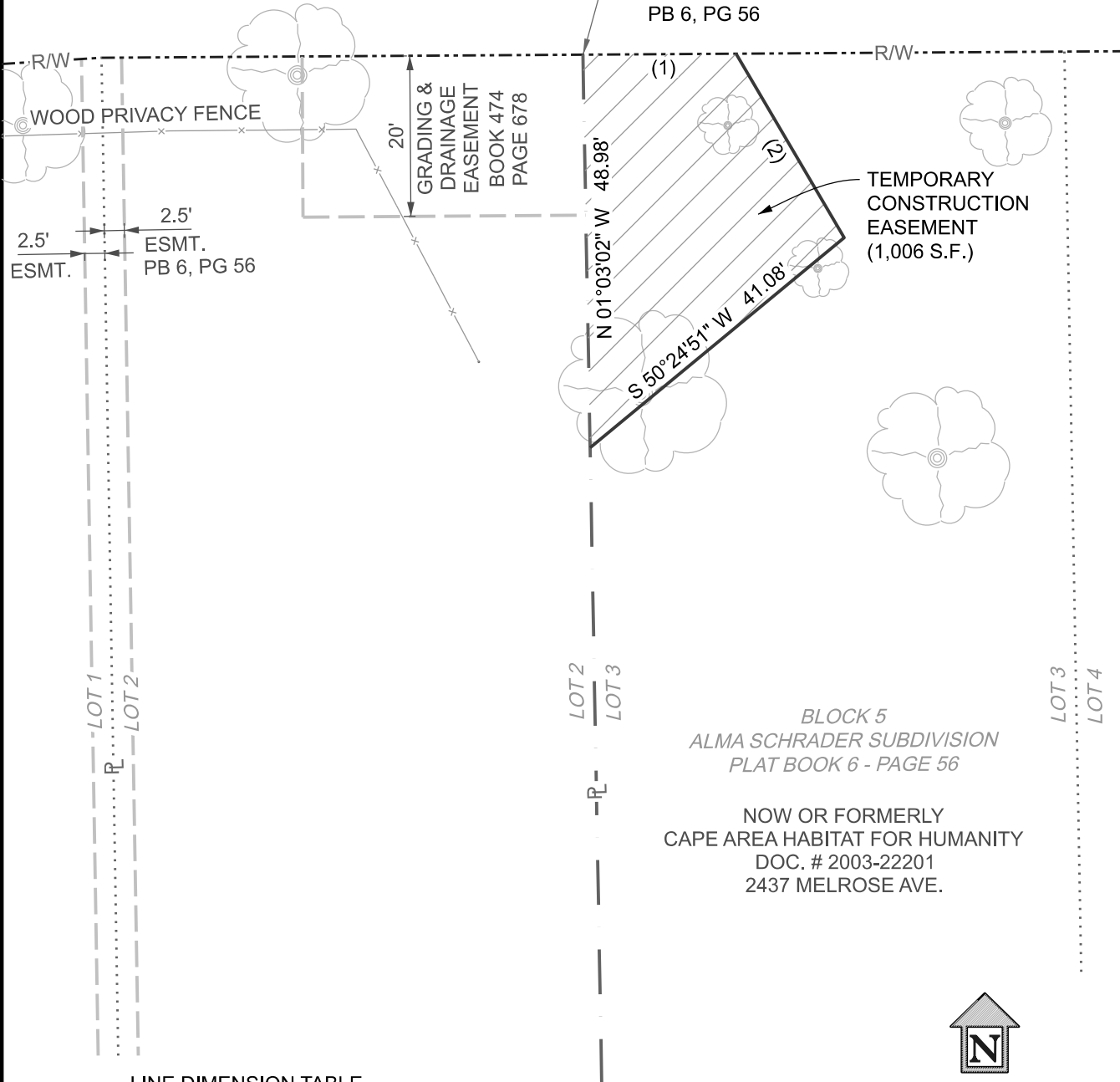
JOB NO: S23-037

DATE: 02/15/2024

SHEET: 1 OF 1

MELROSE AVENUE

P.O.B.
NW COR LOT3 BLOCK 5
ALMA SCHRADER SUBD
PB 6, PG 56



TEMPORARY
CONSTRUCTION
EASEMENT
(1,006 S.F.)

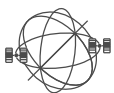
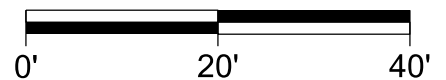
BLOCK 5
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
CAPE AREA HABITAT FOR HUMANITY
DOC. # 2003-22201
2437 MELROSE AVE.

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 89°37'39" E	19.08'
2	S 30°27'01" E	26.59'

GRAPHIC SCALE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
2437 MELROSE AVE.

CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS



GRAPHIC SCALE

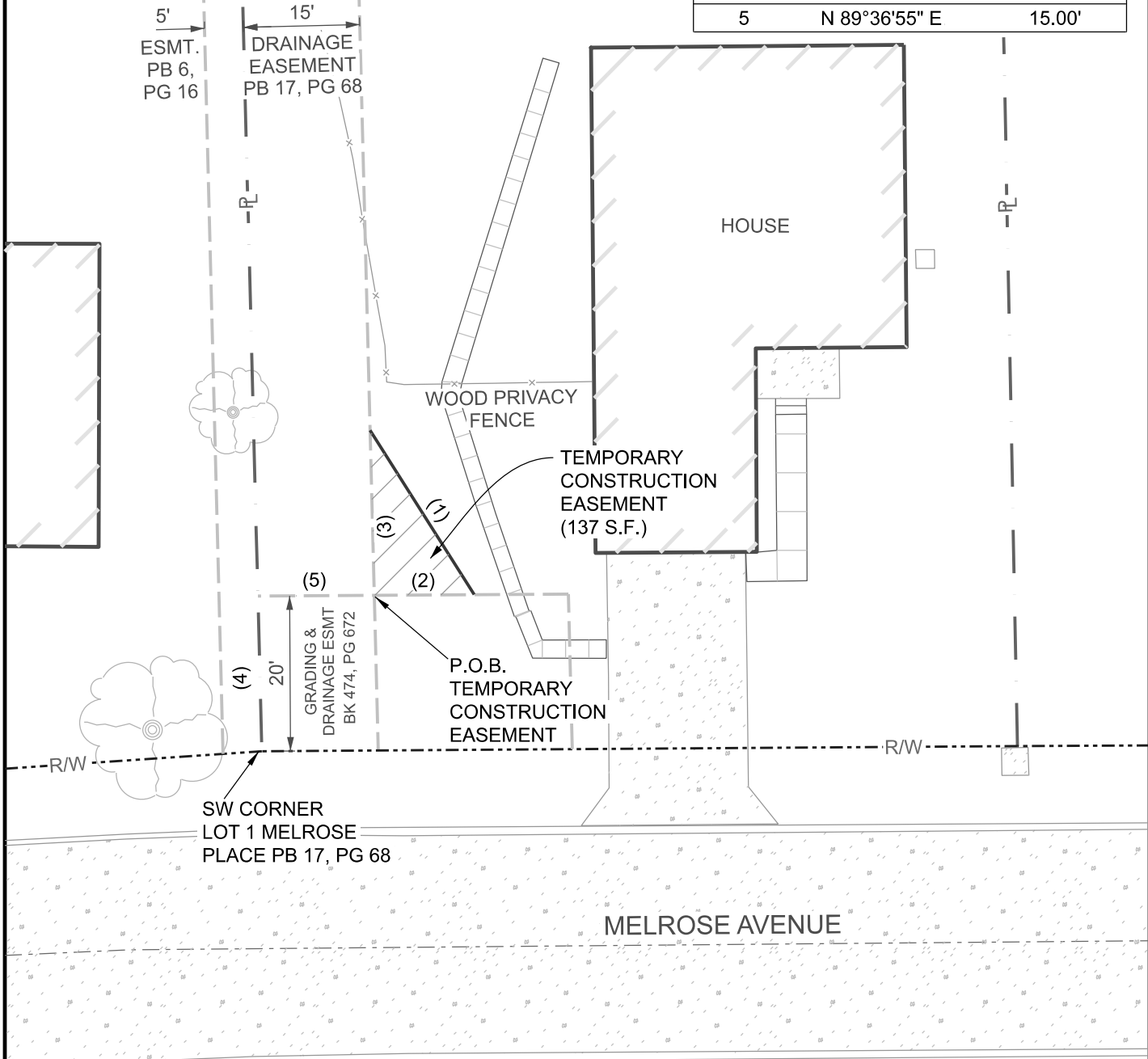


LOT 1
MELROSE PLACE
PLAT BOOK 17 - PAGE 68

NOW OR FORMERLY
ABBOTT FAMILY TRUST
DOC. # 2018-08568
2440 MELROSE AVE.

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 32°20'05" E	25.06'
2	S 89°36'55" W	12.86'
3	N 01°27'46" W	21.27'
4	N 01°27'46" W	20.00'
5	N 89°36'55" E	15.00'



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
2440 MELROSE AVE.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

DATE: 02/23/2024

SHEET: 1 OF 1

LOT 20, BLOCK 3
SECOND SHERWOOD HILLS
PLAT BOOK 6 - PAGE 40

NOW OR FORMERLY
WARREN L MASTERS
BOOK 1158 - PAGE 25
1852 PERRYVILLE RD.

HOUSE

PERRYVILLE ROAD

15' EASEMENT
PB 6, PG 40

PERMANENT
DRAINAGE
EASEMENT
(188 S.F.)

EASEMENT
PB 6, PG 40

P.O.B.
PERMANENT
DRAINAGE
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT
(1,256 S.F.)

P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT

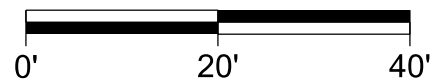
SE COR. LOT 20
SECOND SHERWOOD
HILLS PB 6, PG 40

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 40°21'26" E	22.80'
2	S 87°45'15" W	18.65'
3	S 46°57'55" W	19.45'
4	S 45°59'59" E	12.62'
5	S 44°04'01" W	14.53'
6	N 46°57'55" E	14.40'
7	N 45°19'39" W	13.34'



GRAPHIC SCALE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

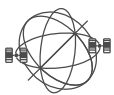
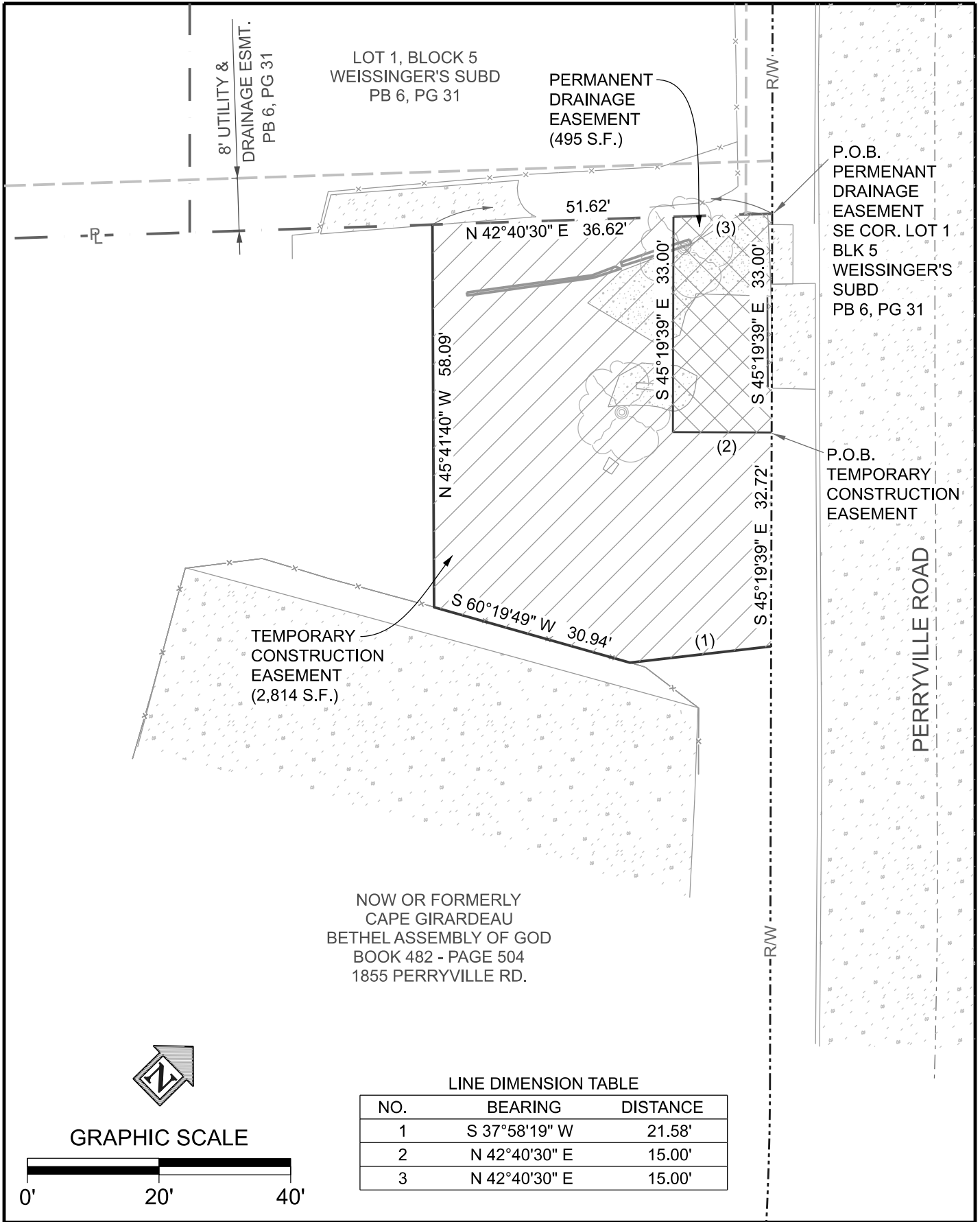
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
1852 PERRYVILLE RD.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

DATE: 02/23/2024

SHEET: 1 OF 1

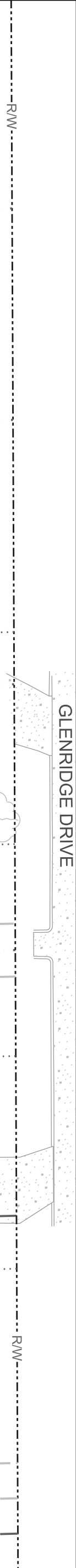


Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
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EASEMENT SKETCH FOR
1855 PERRYVILLE RD.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

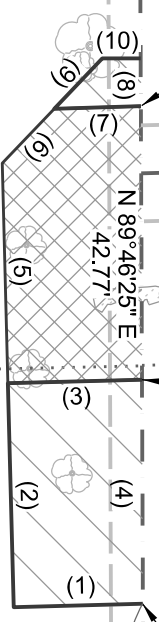


LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 01°29'56" E	20.19'
2	S 88°32'27" W	35.00'
3	N 01°28'30" W	20.94'
4	N 89°46'25" E	35.00'
5	S 88°32'27" W	34.37'
6	N 46°27'33" W	11.74'
7	N 01°50'26" W	13.56'
8	S 89°46'25" W	7.46'
9	S 46°27'32" E	10.88'
10	S 00°01'05" E	6.02'



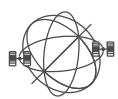
GRAPHIC SCALE



NE CORNER OF
LOT 15, BLOCK 6
ALMA SCHRADER SUBD
PB 6, PG 56

JOB NO.	S23-037
DATE	02/23/2024
FILE	...EASEMENTS.DGN
DWN BY	CMB
CKD BY	CCK
SCALE	1" = 30' (ANSI B)

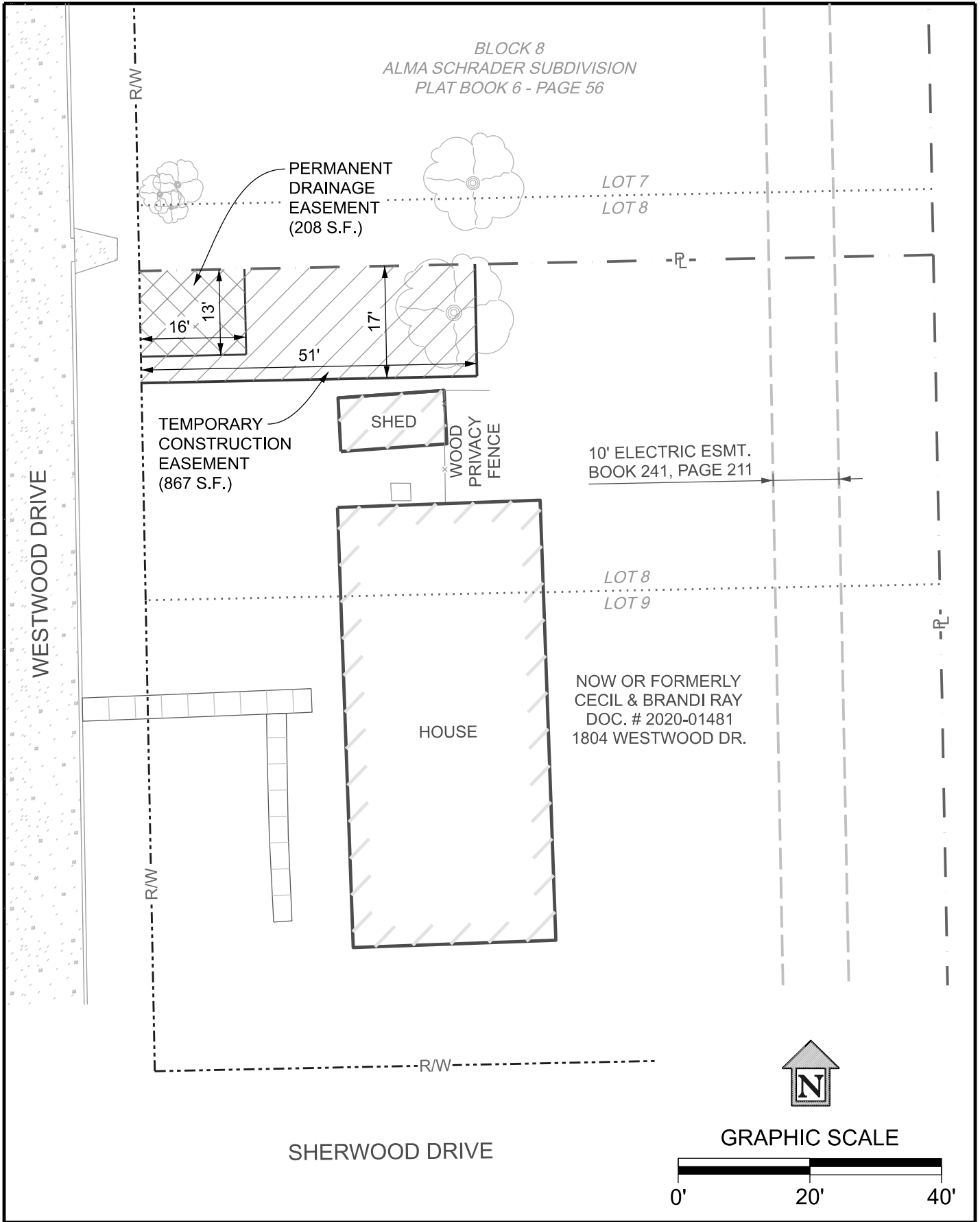
EASEMENT SKETCH FOR
BETHANY BAPTIST CHURCH PROPERTY
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS



Bowen
ENGINEERING & SURVEYING, P.C.
Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

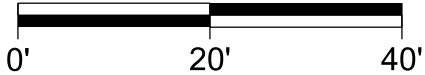
BLOCK 8
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56



NOW OR FORMERLY
CECIL & BRANDI RAY
DOC. # 2020-01481
1804 WESTWOOD DR.



GRAPHIC SCALE



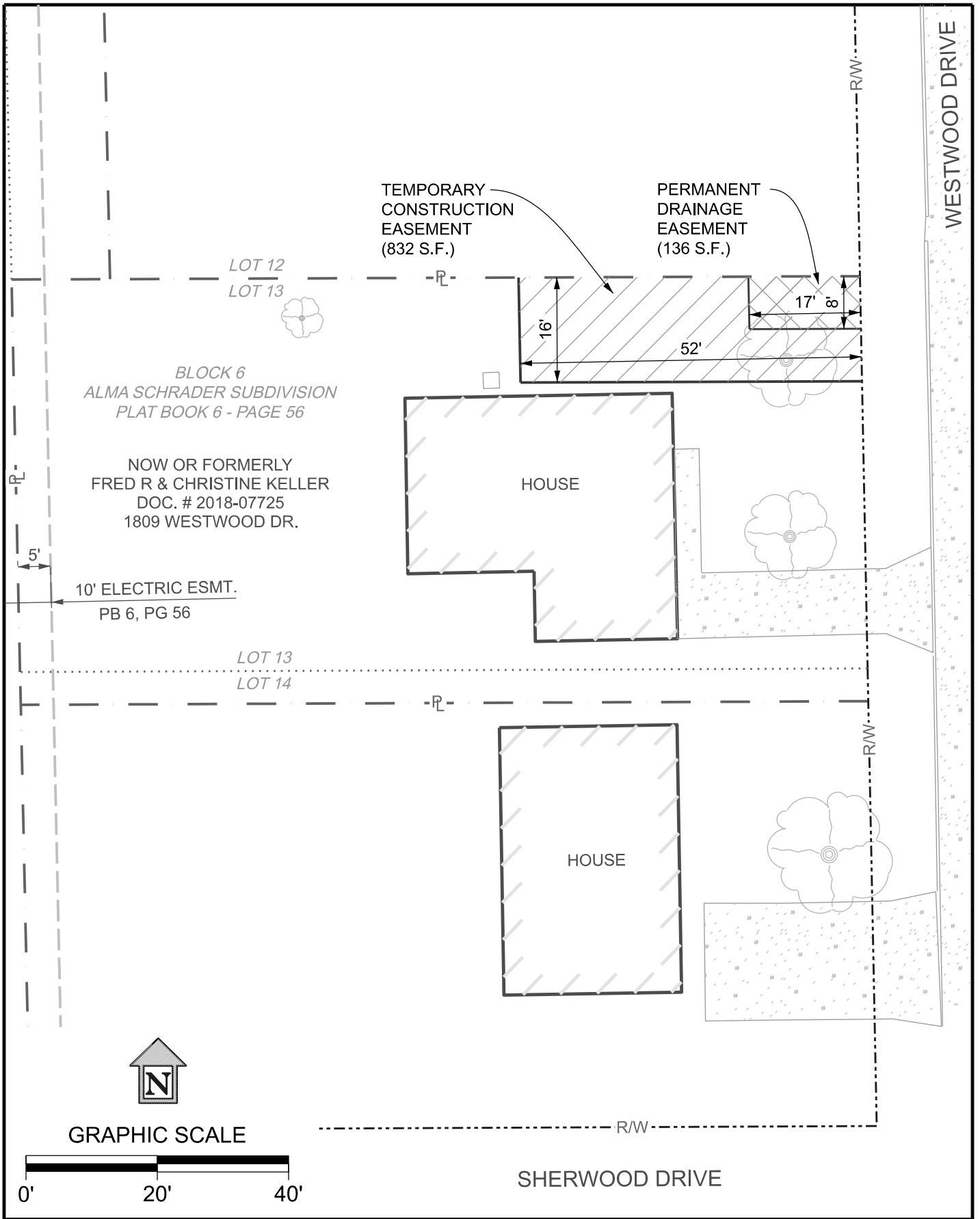
Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
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EASEMENT SKETCH FOR
1804 WESTWOOD DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS




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 Engineering Corporation Land Surveying Corporation
 MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

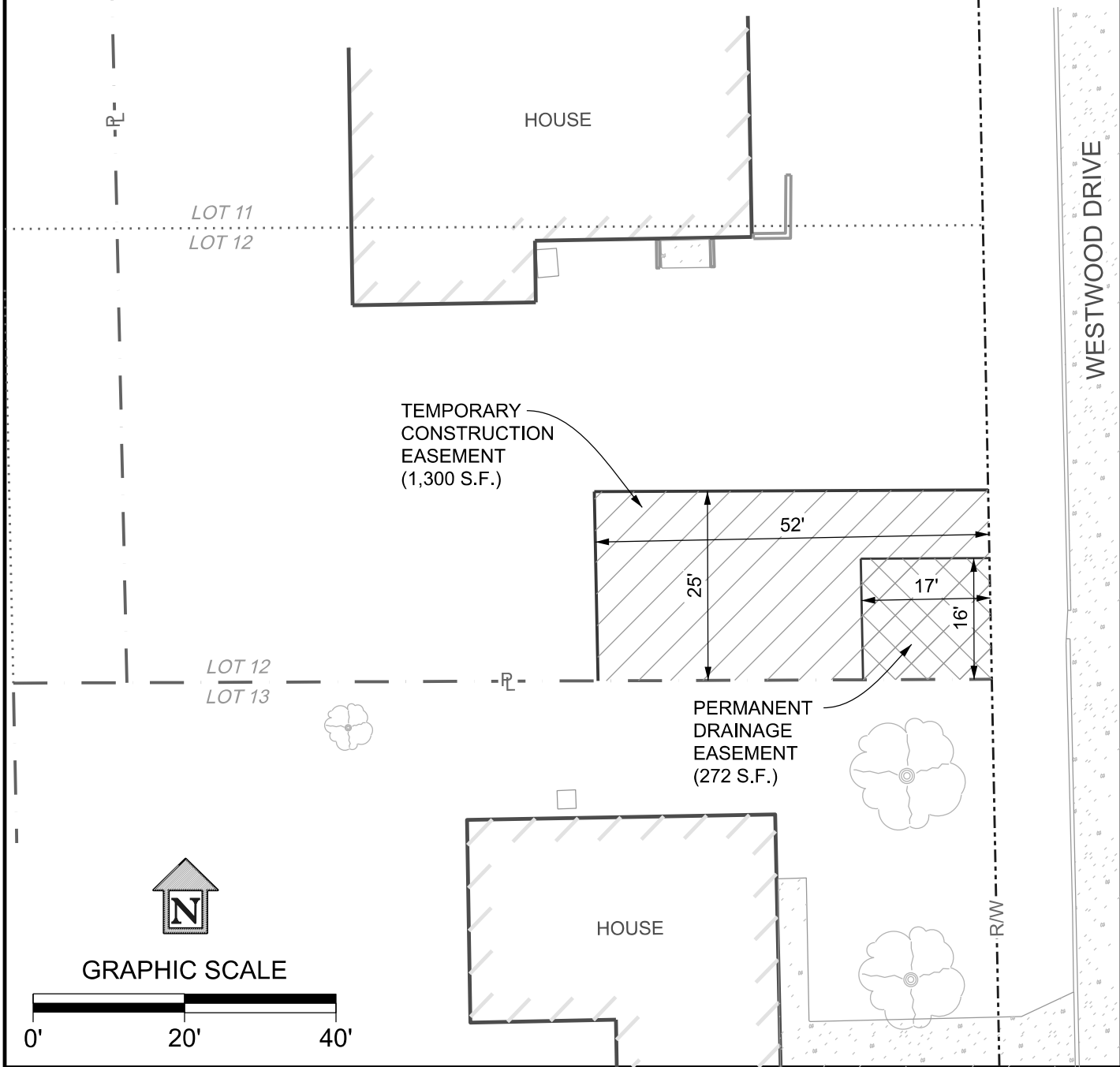
2121 Megan Drive
 Cape Girardeau, MO 63701
 Ph 573 339 5900
 Fax 573 339 1391
 www.bowenengsurv.com

EASEMENT SKETCH FOR
1809 WESTWOOD DR.
 CAPE GIRARDEAU, MO
 PRS2 STORMWATER PROJECTS

JOB NO: S23-037	DATE: 02/15/2024	SHEET: 1 OF 1
-----------------	------------------	---------------

BLOCK 6
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
PALIZA SHRESTHA & NELISH PRADHAN
DOC. # 2022-10572
1823 WESTWOOD DR.



WESTWOOD DRIVE

 **Bowen**
ENGINEERING & SURVEYING, P.C.
Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

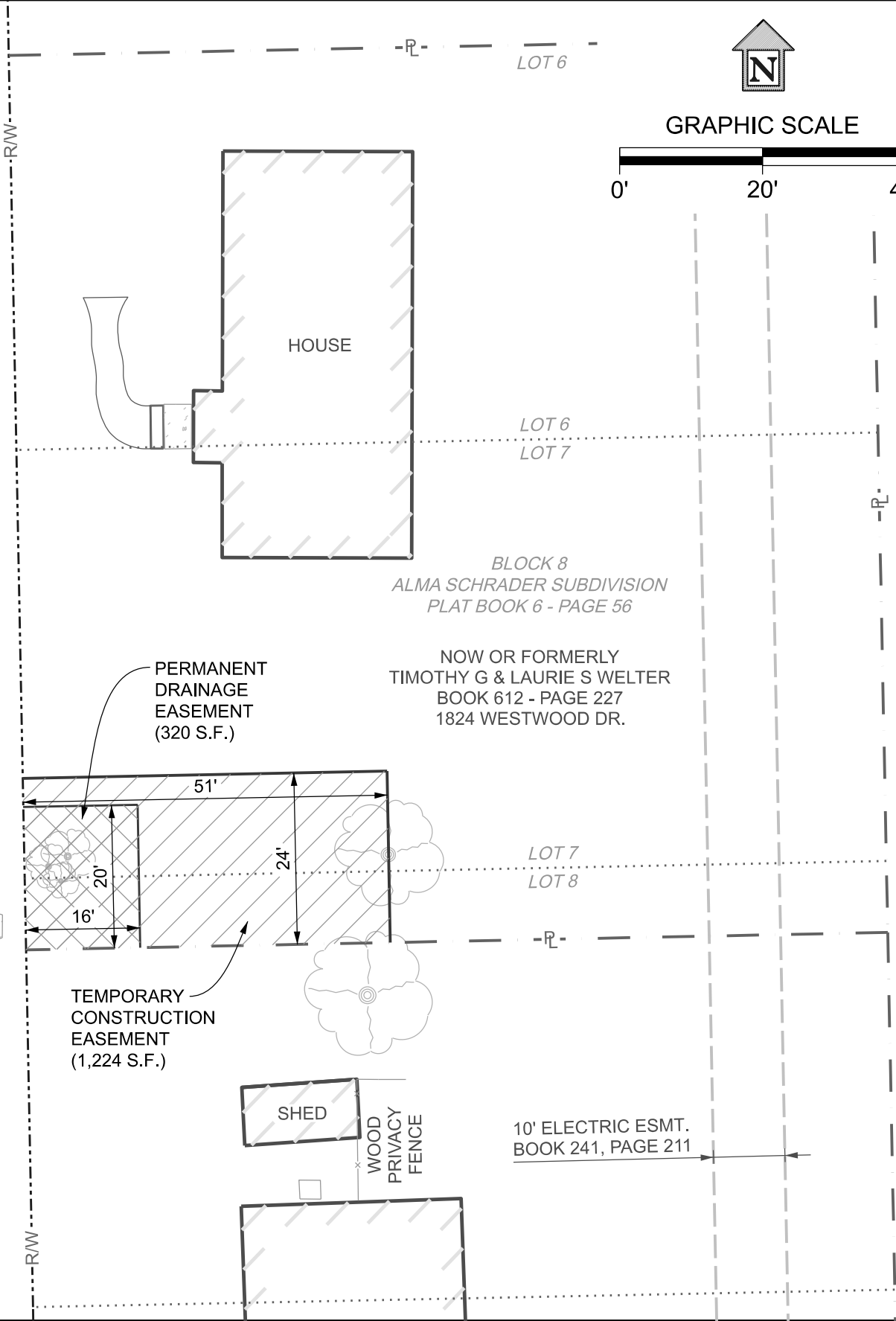
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
1823 WESTWOOD DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037	DATE: 01/18/2024	SHEET: 1 OF 1
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GRAPHIC SCALE



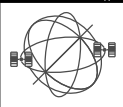
BLOCK 8
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
TIMOTHY G & LAURIE S WELTER
BOOK 612 - PAGE 227
1824 WESTWOOD DR.

WESTWOOD DRIVE

R/W

R/W



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation MO State Cert. of Authority #000383
Land Surveying Corporation MO State Cert. of Authority #HOUSE

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR 1824 WESTWOOD DR. CAPE GIRARDEAU, MO PRS2 STORMWATER PROJECTS

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance approving the record plat of Weston Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a one-lot commercial subdivision at 1217 and 1225 William Street.

BACKGROUND/DISCUSSION

A record plat has been submitted for Weston Subdivision, located at 1217 and 1225 William Street and zoned C-1 (General Commercial). The plat combines two lots. The plat shows an exception for the omission of the required 10-foot utility easement along the front and rear lot lines. Staff supports the exception because there are no existing or proposed utilities in the areas where the easement is required.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
25-05-RP_Weston_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Weston Subdivision - Staff RRA Form
Map_-_Weston_Subdivision.pdf	Weston Subdivision - Map
Application_-_Weston_Subd..pdf	Weston Subdivision - Application
S24096.pdf	Weston Subdivision - Record Plat

BILL NO. 25-05

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE
RECORD PLAT OF WESTON SUBDIVISION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The record plat of Weston Subdivision, being a Resubdivision of Lots 4 and 5, Block 20 of West End Place Second Addition, as Recorded in Plat Book 2, at Page 13 in the Land Records of the Recorder's Office and Being a Part of Outlots 25 and 26, United States Private Survey No. 2199, Township 30 North, Range 14 East of The Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, submitted by Daniel Burnett, Member of Speedwash America, LLC, a Kentucky Limited Liability Company, bearing the certification of R. Christopher Bowen, a Registered Land Surveyor, dated the 23rd day of October, 2024, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



Weston Subdivision



256733



SUBDIVISION PLAT APPLICATION CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

Name of Subdivision WESTON SUBDIVISION		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant Weston Burnett		Property Owner of Record <input type="checkbox"/> Same as Applicant SPEED WASH AMERICA LLC	
Mailing Address 243 Co. Rd 1023	City, State, Zip Bardwell, KY 42023	Mailing Address	City, State, Zip
Telephone 270-705-9011	Email wes.speedwash@gmail.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Weston Burnett		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Bowen Engineering & Surveying		Developer (if other than Applicant)	
Mailing Address 2121 Megan Drive	City, State, Zip Cape Girardeau, MO	Mailing Address	City, State, Zip
Telephone 573-339-5900	Email chriskelley@bowenengsurv.com	Telephone	Email

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

In addition to this completed application form, the following items must be submitted:

- Review Fee (payable to City of Cape Girardeau) \$22.00 per lot (**\$220.00 minimum**)
- Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

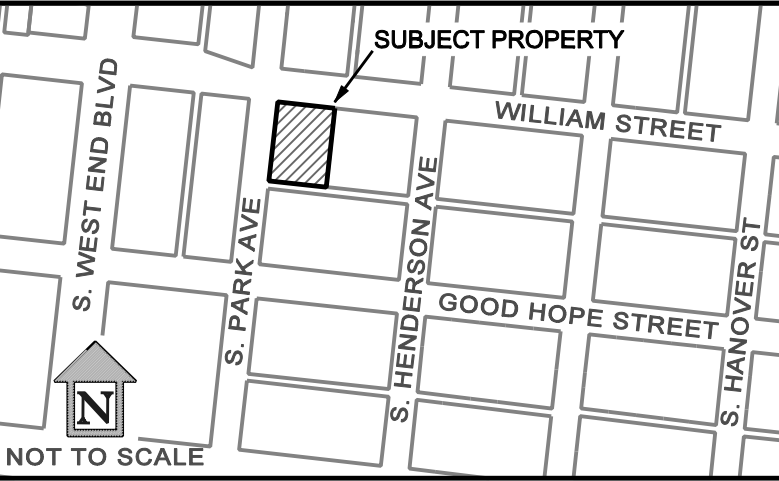
CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

 **CHRIS KELLEY**
Applicant Signature and Printed Name

9/9/2024
Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
9-10-24		15716	
Review Fee Received \$	Recording Fee Received \$	<input checked="" type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
220	46	031547	
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date



SURVEY NOTES:

This Survey Creates A New 1 Lot Subdivision From The Parent Tract Recorded In Document No. 2023-02398

Measured Dimensions Shown Without Parentheses Deed Or Record Dimensions Shown With Parentheses

Basis Of Survey Datum - Nad83, M.S.P.C. Zone 2401 East CORS Station MOJK Of The MoDOT GPS RTK Network

Latitude	37° 24' 44.45840"	North
Longitude	89° 39' 00.22115"	West
Ellipsoid Height	384.012	U.S. Survey Feet
Northing	575,957.276	U.S. Survey Feet
Easting	1,067,059.319	U.S. Survey Feet
Elevation	476.96	U.S. Survey Feet

As Published On National Geodetic Data Sheets, Retrieval Date December 28, 2023 And Converted From Meters To U.S. Survey Feet.

Survey Class - Urban

An Exception is shown for the omission of the required 10-foot utility easement along the front and rear lot lines.

REFERENCES:

West End Place Second Addition, Plat Book No. 2, Page No. 13

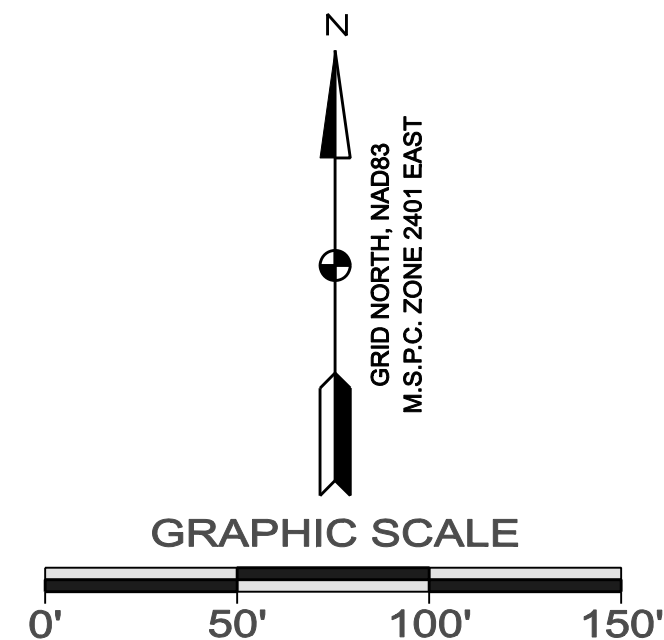
General Warranty Deed, Doc. No. 2023-02398 (Subject)
General Warranty Deed, Doc. No. 2021-14885 (Adjoiner)

Online Mapping Records For Cape Girardeau, County
<https://maps.camavision.com/capegirardeaumo>

ZONING AND LOT INFORMATION:

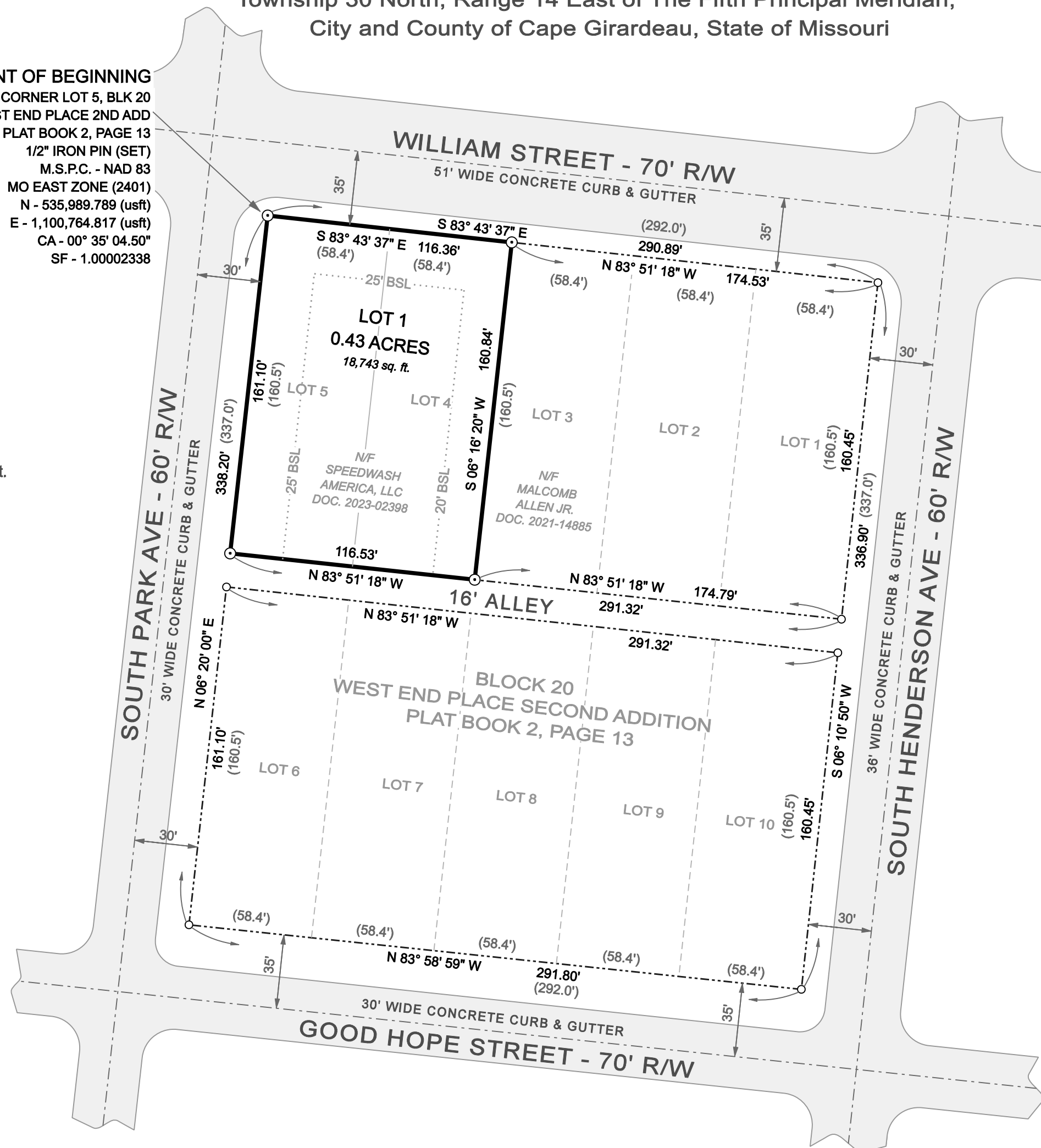
Zoning: C-1, General Commercial District
Maximum Height: 40 Feet, Not to Exceed Three Stories
Minimum Lot Area: None
Minimum Lot Width: None
Minimum Setbacks:
Front Yard - Twenty-five (25) Feet
Rear Yard - None, Except Twenty (20) Feet when Adjacent to a Residential use or District, or Ten (10) Feet when Adjacent to an Agricultural use or District.
Side Yard - None, Except Twenty (20) Feet when Adjacent to a Residential use or District, or Ten (10) Feet when Adjacent to an Agricultural use or District.
Minimum Open Space: Fifteen (15) Percent of the Lot Area.

Number of Lots - 1
Lot 1 - 0.43 Acres (18,743 sq. ft.)
Total Area of Subdivision - 0.43 Acres (18,743 sq. ft.)



POINT OF BEGINNING

NW CORNER LOT 5, BLK 20
WEST END PLACE 2ND ADD
PLAT BOOK 2, PAGE 13
1/2" IRON PIN (SET)
M.S.P.C. - NAD 83
MO EAST ZONE (2401)
N - 535,989.789 (usft)
E - 1,100,764.817 (usft)
CA - 00° 35' 04.50"
SF - 1.00002338



SURVEY MONUMENT NOTES:

- ⊙ - SET 1/2" IRON PIN WITH 1-1/2" ALUMINUM CAP
- - ANGLE POINT (NO CORNER SET)

LEGEND:

SUBDIVISION BOUNDARY LINE	
CENTERLINE	
RIGHT OF WAY LINE	
BUILDING SETBACK LINE	
LOT LINE TO BE ELIMINATED	
ORIGINAL LOT LINE	

FLOOD ZONE NOTE:

This Property Is in Zone X, An Area Outside The 100 Year Flood Zone as Delineated On The Flood Insurance Rate Map, Community Panel Number 29031C0266E, Which Bears an Effective Date Of September 29, 2011.

FILED FOR RECORD

State of Missouri)
County of Cape Girardeau) ss

Filed For Record This _____ Day of _____, 2024 A.D.
and Duly Recorded in Document No. _____

Andrew David Blattner, Cape Girardeau County Recorder of Deeds

RECORD PLAT
WESTON SUBDIVISION

A Resubdivision of Lots 4 and 5, Block 20 of West End Place Second Addition, as Recorded in Plat Book 2, at Page 13 in the Land Records of the Recorder's Office and Being a Part of Outlots 25 and 26, United States Private Survey No. 2199, Township 30 North, Range 14 East of The Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri

SUBDIVISION DEDICATION

The Undersigned, Daniel Burnett, Member of Speedwash America, LLC, a Kentucky Limited Liability Company, the Owner of Lots 4 and 5, Block 20 of West End Place Second Addition, as Recorded in Plat Book 2, at Page 13 in the Land Records of the County Recorder's Office and Being a Part of Outlots 25 and 26, United States Private Survey No. 2199, Township 30 North, Range 14 East of the Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, Being More Particularly Described as Follows:

Beginning at a 1/2" Iron Pin (set) at the Northwest corner of Lot 5, Block 20 of said West End Place Second Addition, said point being on the East Right of Way line of South Park Avenue and the South Right of Way line of William Street; Thence S 83° 43' 37" E, 116.36 feet along said South Right of Way line and the North line of said Lots 4 and 5 to a 1/2" Iron Pin (set) at the Northeast corner of said Lot 4; Thence leaving said South Right of Way line, S 06° 16' 20" W, 160.84 feet, along the East line of said lot 4 to a 1/2" Iron Pin (set) at the Southeast corner said Lot 4; Thence N 83° 51' 18" W, 116.53 feet along the South line of said Lots 4 and 5 to a 1/2" Iron Pin (set) at the Southwest corner of said Lot 5, said point also being on the East Right of Way line of South Park Avenue; Thence N 06° 20' 00" E, 161.10 feet, along said East Right of Way to the Point of Beginning, containing 0.43 Acres (18,743 sq. ft.), more or less.

Hereby declare that I have caused said land to be combined into one lot as shown hereon, which is a true and correct representation of said subdivision, which is hereby named Weston Subdivision.

Daniel Burnett Date
Member

**STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss**

Before Me, a Notary Public for Said State and County, Personally Appeared Daniel Burnett, Member of Speedwash America, LLC, a Kentucky Limited Liability Company, Known to Me to Be the Person Described Herein, Who Acknowledged That He Executed the Foregoing Instrument as the Free Act and Deed of Said Limited Liability Company.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official Seal This _____ Day Of _____, 2024 A.D.

Notary Public My Term Expires

I, _____, City Clerk of The City of Cape Girardeau, Missouri, Hereby Certify That This Plat Was Approved By The City Council of The City of Cape Girardeau, Missouri By Ordinance No. _____ Passed and Approved, This _____ Day Of _____, 2024 A.D.

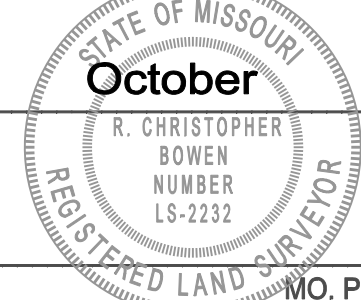
City Clerk of the City of Cape Girardeau, Missouri

SURVEYOR'S CERTIFICATION

This is to certify that at the request of Weston Burnett, the tract shown hereon was surveyed under my direct supervision, and the results of said survey are represented correctly on this plat. Said survey was executed in accordance with the current minimum standards for property boundary surveys of the Missouri Department of Agriculture, Division of Weights and Measures. There may exist other documents that could affect this parcel, of which an accurate and current title search may disclose. In witness whereof, I hereunto set my seal and signature;

This 23rd Day of October, 2024 A.D.

R. Christopher Bowen MO. PLS #2232



2121 Mesa Pike
Cape Girardeau, MO 63703
Ph 573 339 5900
Fax 573 339 1391
www.boweneng.com

Bowen
ENGINEERING & SURVEYING

Consulting Engineers • Land Surveyors • Testing Laboratories

Bowen Engineering & Surveying, P.C.
Engineering Corporation - Missouri State Certificate of Authority #000383
Land Surveying Corporation - Missouri State Certificate of Authority #000166

SPEEDWASH AMERICA, LLC
243 COUNTY ROAD 1023
BARDWELL, KY 42023

DESCRIPTION	DATE

Copyright © 2024 by Bowen Engineering & Surveying, P.C.

JOB NO.	S24-096
DATE	OCT. 23, 2024
FILE	S24096.DGN
CAICE	S24096.ZIP
DWN BY	RWB
CKD BY	CCK
SCALE	1" = 50'

ORIGINAL SURVEY

SHEET NO.
1 of 1

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance approving the record plat of Midamerica Crossings Fourth Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot commercial subdivision at 2502 and 2510 Veterans Memorial Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for Midamerica Crossings Fourth Subdivision, located at 2502 and 2510 Veterans Memorial Drive and zoned C-2 (Highway Commercial). The plat subdivides a lot and a former right-of-way tract to create two new lots. The plat shows an exception for the omission of the required 10-foot utility easement along the rear (south) lot line of Lot 2. Staff supports the exception because there are no existing or proposed utilities in the area where the easement is required.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 13, 2024 meeting, recommended approval of the record plat with a vote of 8 in favor, 1 in opposition, and 0 abstaining.

ATTACHMENTS:	
Name:	Description:
25-06-RP_MidAmerica_Crossings_Fourth_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Midamerica Crossings Fourth Subdivision - Staff RRA Form
Map - Midamerica_Crossings_Fourth_Subdivision_(Revised).pdf	Midamerica Crossings Fourth Subdivision - Map
Application - Midamerica_Crossings_Fourth.pdf	Midamerica Crossings Fourth Subdivision - Application
39333_Mid_America_Crossings_Fourth_Subdivision_Plat.pdf	Midamerica Crossings Fourth Subdivision - Record Plat

BILL NO. 25-06

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
MIDAMERICA CROSSINGS FOURTH SUBDIVISION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The record plat of Midamerica Crossings Fourth Subdivision, being All of Lot Five (5) of Midamerica Crossings as Recorded in Document No. 2016-14260 in the County land records, and the former Eastern Right-of-Way of Limbaugh Lane as recorded in Document No. 2017-09909 and Document No. 2017-10860 in the County land records, all in Section 22, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, State of Missouri, submitted by Midamerica Hotels Corporation, bearing the certification of Travis J. Steffens, a Registered Land Surveyor, dated the 17th day of December, 2024, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk




CITY OF CAPE GIRARDEAU, MISSOURI
 City Staff Review, Referral and Action - Subdivision Application

FILE: **Midamerica Crossings Fourth Subdivision**

LOCATION: Veterans Memorial Drive &
 Limbaugh Lane

STAFF REVIEW & COMMENTS:

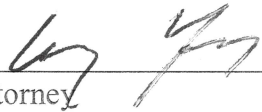
A record plat has been submitted to subdivide a parcel into two (2) lots along Veterans Memorial Drive & Limbaugh Lane. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

11/5/24

 Date

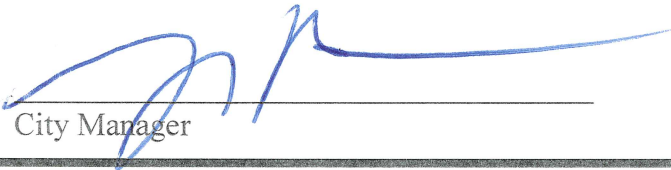


 City Attorney

11/6/24

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

11-4-24

 Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chris Martin	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emily McElreath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 1 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



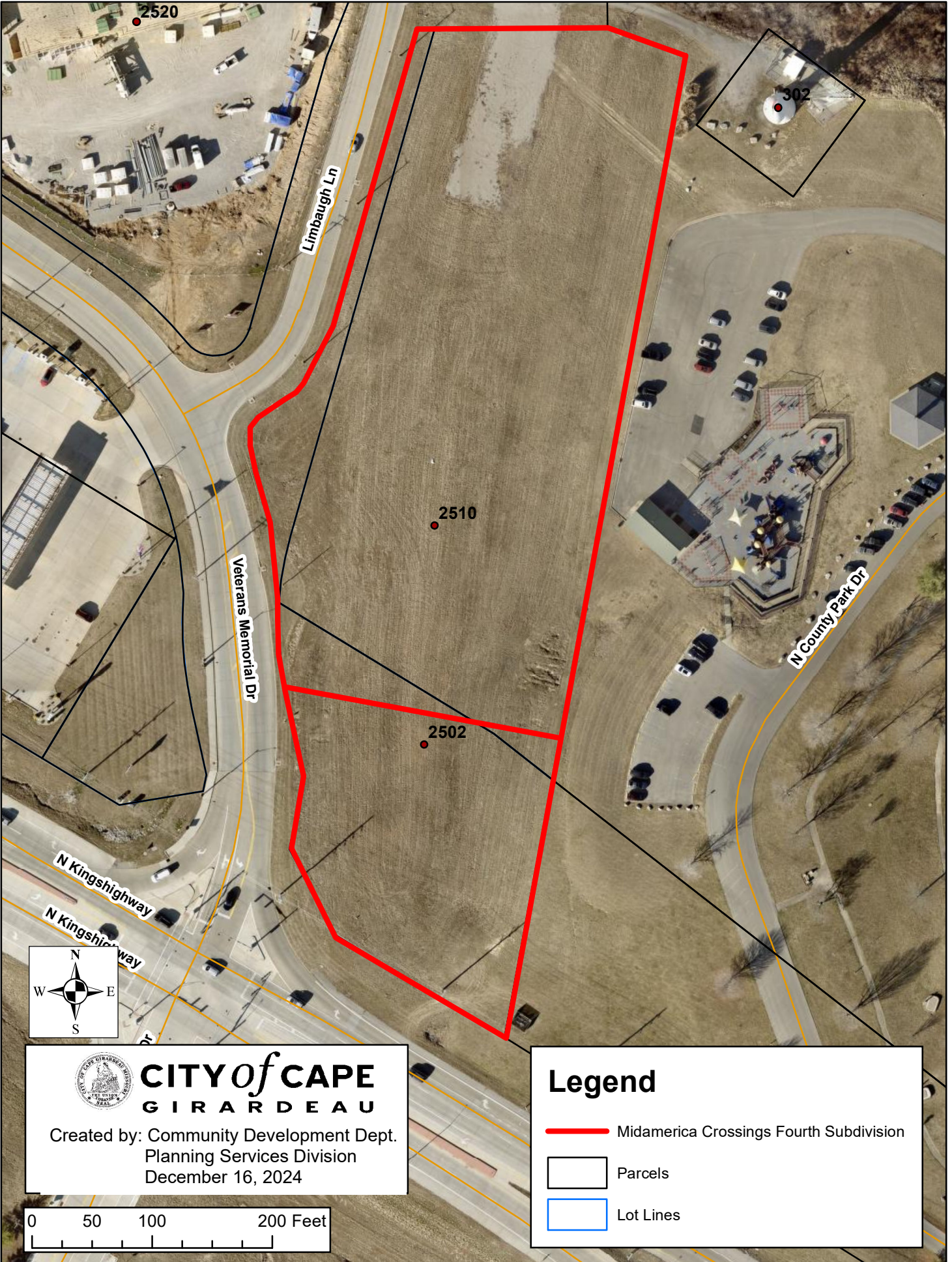
 Chris Martin
 Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

ORDINANCE # _____ Effective Date: _____




Midamerica Crossings Fourth Subdivision

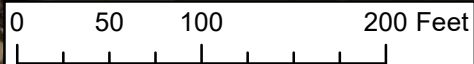


CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Planning Services Division
December 16, 2024

Legend

-  Midamerica Crossings Fourth Subdivision
-  Parcels
-  Lot Lines





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

Name of Subdivision MidAmerica Crossings Fourth Subdivision		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant MidAmerica Hotels Corporation		Property Owner of Record <input checked="" type="checkbox"/> Same as Applicant	
Mailing Address 4072 State Hwy K	City, State, Zip Cape Gir., MO 63701	Mailing Address	City, State, Zip
Telephone 573.334.0546	Email mcantrell@midamcorp.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Melanie Cantrell		(Attach additional owners information, if necessary)	
Professional Engineer/Surveyor (if other than Applicant) Koehler Engineering and Land Surveying		Developer (if other than Applicant)	
Mailing Address 194 Coker Lane	City, State, Zip Cape Gir., MO 63701	Mailing Address	City, State, Zip
Telephone 573.335.3026	Email sdodds@koehlerengineering.com	Telephone	Email

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more information.

In addition to this completed application form, the following items must be submitted:
 Review Fee (payable to City of Cape Girardeau) \$22.00 per lot (**\$220.00 minimum**)
 Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

Susan Dodds Susan Dodds
 Applicant Signature and Printed Name

10/10/2024
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>10/11/24</u>		<u>15829</u>	
Review Fee Received \$	Recording Fee Received \$	<input type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date

City of Cape Girardeau Subdivision Plat Requirements (Record Plats)

MINIMUM REQUIREMENTS FOR RECORD PLATS – COMPLETE CHECKLIST AND SUBMIT WITH APPLICATION

(First column of check boxes is for professional engineer/surveyor; second column is for City staff)

NAME OF SUBDIVISION: Mid-America Crossings Fourth Subdivision

- Sheet size - 18" x 24", 24" x 24", or 24" x 36"
- White background with black text and graphics; greyscale allowed; no other colors
- Border - rectangular, solid line(s)
- Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates
- Sheet number, if plat consists of more than one sheet
- Plat title - located at the top of the sheet, preferably centered; begin with "RECORD PLAT"; name cannot be a duplicate of an existing subdivision in the county or include "RESUBDIVISION"
- Description beneath plat title - if existing platted lots are involved, begin with "ALL OF" or "PART OF" as applicable; include Block Number if applicable; include Book and Page or Document Number of existing plat; include vacated right-of-way/alley if applicable; end with "IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI"
- References - list all deeds, plats, separate easement instruments, etc. used in preparing the plat; include Book and Page or Document Number for each, if recorded
- North arrow with basis of bearings
- Graphic scale - 1:100 or less; must be a multiple of 10
- Vicinity map - lines only (no images); all nearby streets and major streets labeled; site labeled; include North arrow and "NTS" or "NOT TO SCALE"; use transparent background for labels
- Legend - list found monuments first, followed by set monuments, followed by: "SUBDIVISION BOUNDARY LINE", "LOT LINE TO BE ELIMINATED" and/or "NEW LOT LINE" as applicable, "EXISTING EASEMENT LINE" and/or "NEW EASEMENT LINE" as applicable, "BUILDING SETBACK LINE", "EXTERNAL PROPERTY LINE", "RIGHT-OF-WAY LINE", "CENTERLINE", other symbols as applicable
- Curve table and/or line table, if necessary - include unit symbols for distances/lengths
- Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table
- Section/township/range lines accurately drawn and labeled
- Adjacent parcel lines accurately drawn
- Subdivision boundary and each lot checked for closure
- Each proposed lot labeled with lot number and area expressed in square feet and acres
- All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed
- All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat
- All existing easements within the subdivision boundary labeled as existing; include type of easement (water, sewer, utility, drainage, access, etc.); include Book and Page or Document Number, if recorded
- All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable
- All building setback lines within the subdivision boundary labeled; include depth
- All rights-of-way within and adjacent to the subdivision boundary labeled with street name (or labeled as alley if applicable) and right-of-way width
- All private streets within and adjacent to the subdivision boundary labeled with street name followed by "(PRIVATE STREET)" along with existing access easement information, if applicable, or shown in a new 50 foot access easement
- Notes:
 - Zoning - include zoning district name, minimum lot area, minimum lot width, maximum density if applicable, and setbacks; if zoning district has different standards based on land use type, include all standards and state the proposed use type(s)
 - Lot - include total number of lots, largest lot area, smallest lot area, and total subdivision area; include proposed density (for residential subdivisions)

MINIMUM REQUIREMENTS FOR RECORD PLATS (CONTINUED)

- Variance, if applicable - begin with "A VARIANCE IS SHOWN FOR" followed by "A REDUCED LOT AREA FOR LOT _", "A REDUCED LOT WIDTH FOR LOT _", or "A REDUCED ____ YARD SETBACK ALONG THE ____ LOT LINE OF LOT _", as applicable
- Exception, if applicable - begin with "AN EXCEPTION IS SHOWN FOR" followed by "THE OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE ____ LOT LINE OF LOT _" or "A REDUCED UTILITY EASEMENT WIDTH ALONG THE ____ LOT LINE OF LOT _", as applicable
- Floodplain - begin with "A PORTION OF THE PROPERTY FALLS WITHIN" or "NO PORTION OF THE PROPERTY FALLS WITHIN", as applicable; if referencing a zone designation, state what that designation means
- List each record owner name and Book and Page or Document Number for deed, name and address of party for whom the plat was prepared, name and address of consultant that performed the survey and prepared the plat
- Subdivision Dedication:
 - Begin with "THE UNDERSIGNED," followed by the owner name(s) as stated in the current deed(s); include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable; followed by "OWNER OF" or "OWNERS OF" and a description matching the description beneath the plat title, followed by "CONTAINING ____ SQUARE FEET (____ ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:"; followed by a legal description of the total subdivision area; followed by "HEREBY SUBDIVIDE" or "HEREBY SUBDIVIDES"; followed by "SAID TRACT INTO ____ AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED _____."
 - New right-of-way and/or easements - use standard language
- Legal description checked against drawing for congruence
- Owner signature line(s) with notary block(s) - include title after signatory name if owner is not an individual; include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable
- If plat shows existing public easement(s) to be released – use standard block for City Manager’s release
- City Clerk's certificate - use standard block for record plats
- County Recorder of Deeds' certificate - use standard block
- Surveyor's certificate

Staff: Jake Garrard, PE, City Engineer
Agenda: 1/6/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance to establish No Parking Zones at the following locations:

- Veterans Memorial Drive - East and West sides, Scenic Drive to Hopper Road.
- Veterans Memorial Drive - East and West sides, LaSalle Avenue to County Road 306.
- Veterans Memorial Drive - East and West sides, Kingshighway to Jim Drury Way.
- Veterans Memorial Drive - East and West sides, starting at the intersection of Jim Drury Way and continuing north to the end of pavement.
- Jim Drury Way - South side, from Veterans Memorial Drive to Limbaugh Lane.

And to repeal a No Parking Zone at the following location:

- Jim Drury Way - North side, from Veterans Memorial Drive to Limbaugh Lane.

by amending Traffic Schedule F of the City Code.

BACKGROUND/DISCUSSION

The attached ordinance establishes No Parking Zones at the above mentioned locations and repeals Ordinance 5217 which previously established no parking at Jim Drury Way - North side, from Veterans Memorial Drive to Limbaugh Lane.

FINANCIAL IMPACT

The No Parking signs will be installed by Public Works staff.

STAFF RECOMMENDATION

Staff recommends the City Council amend Schedule F of the Traffic Ordinance as stated in the summary attachment.

ATTACHMENTS:	
Name:	Description:
25-07-Amending_Schedule_F_No_Parking_Zones_2025.doc	Ordinance
No_Park_-_VMD_-_LaSalle_Ave_to_Cty_Rd_306.pdf	No Parking - LaSalle Ave to Cty Rd 306
No_Park_-_VMD_-_N_Kingshighway_to_City_Limits.pdf	No Parking - N Kingshighway to City Limits
No_Park_-_VMD_-_Hopper_to_Scenic.pdf	No Parking - Hopper Rd to Scenic Dr
No_Park_-_Jim_Drury_Way_-_south_side_of_St.pdf	No Parking - Jim Drury Way South Side - VMD to Limbaugh Ln.

AN ORDINANCE AMENDING SCHEDULE F OF SECTION 26-289 OF THE CITY CODE RELATED TO NO PARKING ZONES AT VARIOUS LOCATIONS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. Schedule F of Section 26-289 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing no parking zones at the following locations:

- Veterans Memorial Drive - East and West sides, Scenic Drive to Hopper Road.
- Veterans Memorial Drive - East and West sides, LaSalle Avenue to County Road 306.
- Veterans Memorial Drive - East and West sides, Kingshighway to Jim Drury Way.
- Veterans Memorial Drive - East and West sides, starting at the intersection of Jim Drury Way and continuing north to the end of pavement.
- Jim Drury Way - South side, from Veterans Memorial Drive to Limbaugh Lane.

ARTICLE 2. Ordinance Number 5217, passed and approved August 19th, 2024, entitled, "An ordinance amending Schedule F of Section 26-247 of the City Code, by establishing no parking anytime on north side of Jim Drury Way, in the City of Cape Girardeau, Missouri", is hereby repealed in its entirety.

ARTICLE 3. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 4. This ordinance shall be in full force and effect ten days after its final passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

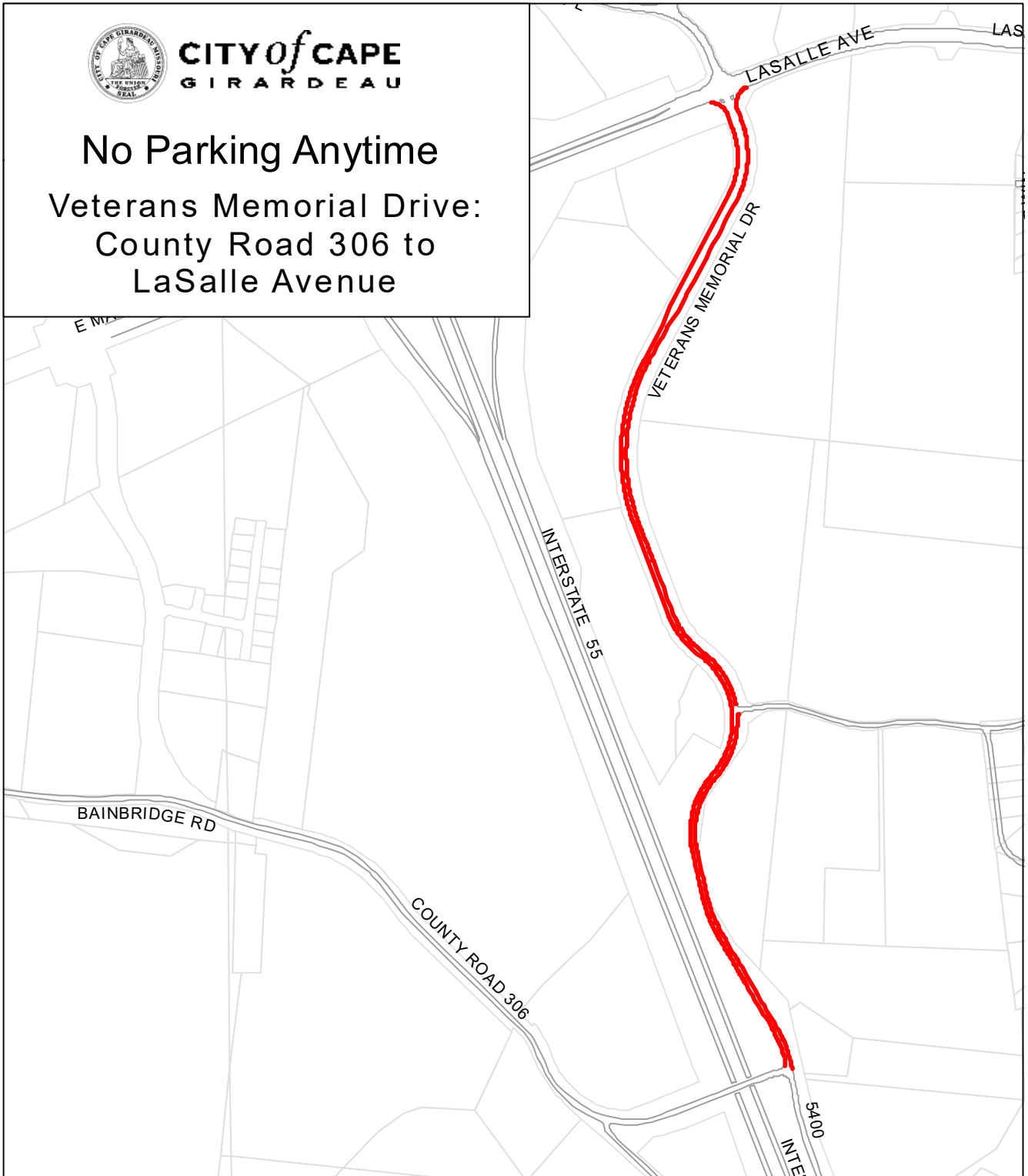
Traci Weissmueller, Deputy City Clerk








CITY of CAPE GIRARDEAU

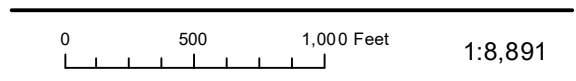
No Parking Anytime
Veterans Memorial Drive:
County Road 306 to
LaSalle Avenue



-  No Parking: VMD - both sides - County Rd 306 to LaSalle Ave
-  Street Edges
-  Parcel



LEGEND



Date: 12/17/2024

Created by: Development Services
 Teresa Hefner, Alliance Water Resources

Data Source(s):
 City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

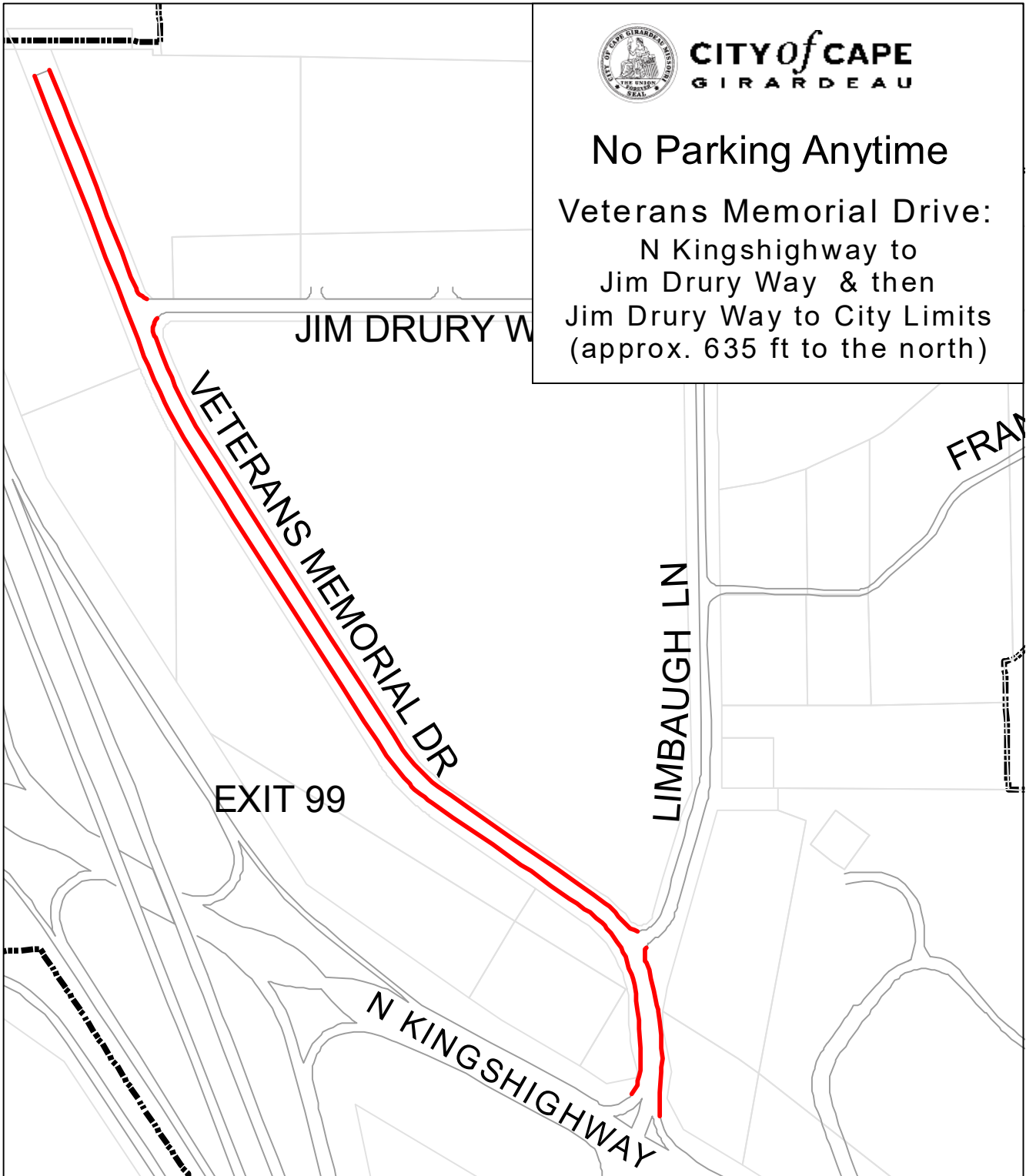
Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.






CITY of CAPE GIRARDEAU

No Parking Anytime

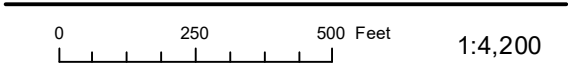
Veterans Memorial Drive:
N Kingshighway to
Jim Drury Way & then
Jim Drury Way to City Limits
(approx. 635 ft to the north)



-  No Parking: VMD - both sides - North of N Kingshighway
-  Street Edges
-  Parcel



LEGEND



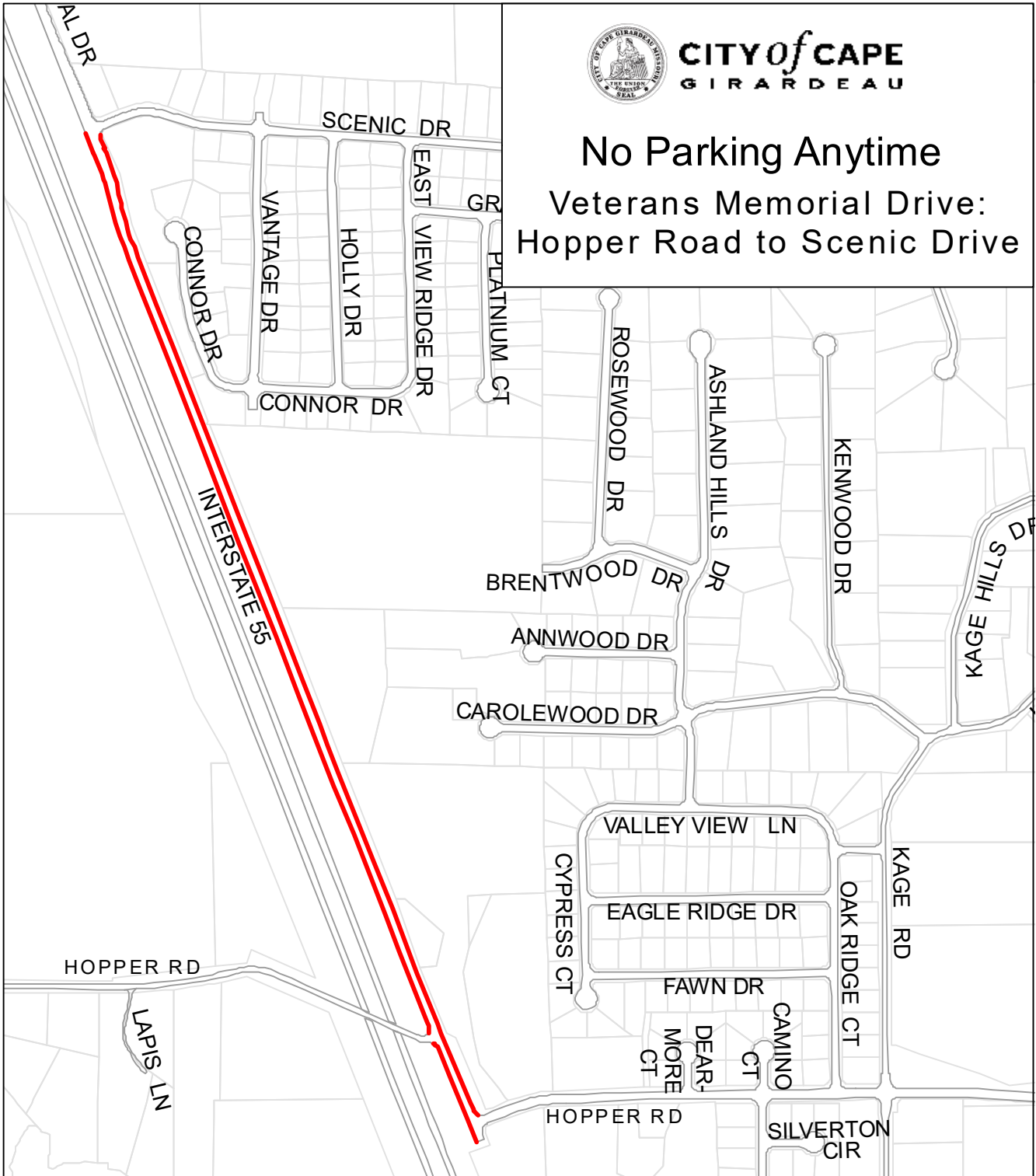
Date: 12/17/2024
Created by: Development Services
Teresa Hefner, Alliance Water Resources
Data Source(s):
City of Cape Girardeau Government, MO




CITY of CAPE GIRARDEAU
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CITY of CAPE GIRARDEAU

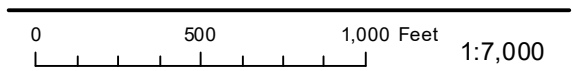
No Parking Anytime Veterans Memorial Drive: Hopper Road to Scenic Drive



-  No Parking: VMD - both sides - Hopper to Scenic
-  Street Edges
-  Parcel



LEGEND



Date: 12/17/2024

Created by: Development Services
Teresa Hefner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

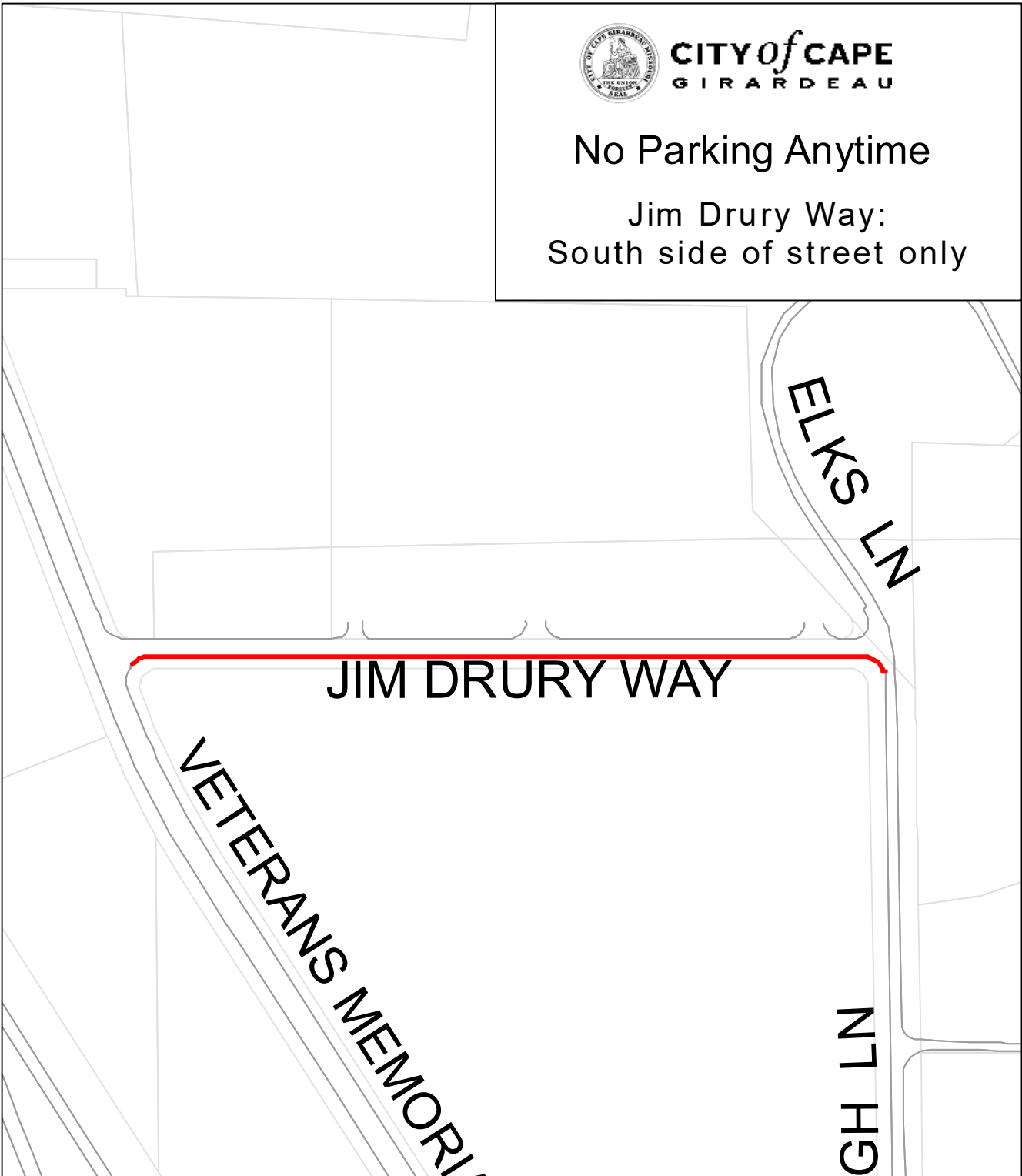
CITY of CAPE GIRARDEAU




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CITY of CAPE GIRARDEAU

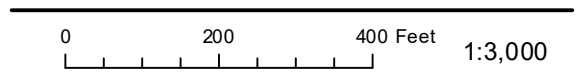
No Parking Anytime
Jim Drury Way:
South side of street only



-  No Parking: Jim Drury Way - South side only
-  Street Edges
-  Parcel



LEGEND



Date: 12/17/2024

Created by: Development Services
Teresa Helfner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.

Staff: Traci Weissmueller, Deputy City Clerk
Agenda: 1/6/2025

MEMORANDUM
Cape Girardeau City Council

SUBJECT

Appointments of two members to the Tree Board for terms expiring February 1, 2028.

EXECUTIVE SUMMARY

Jonathan Notch has served on the board since 2024. This term is set to expire February 1, 2025.

Robert Harris has served on the board since 2017. This term is set to expire February 1, 2025. Robert is not eligible to serve again due to term limits.

The following individual has expressed interest in serving on the board. (Their application is attached for your review.)

FULL NAME	WARD	CITIZENS
Holly Godwin	5	n/a

BACKGROUND/DISCUSSION

The Tree Board is comprised of the Public Works Director, Parks and Recreation Director, one member of the Parks and Recreation Advisory Board, and four residents of Cape Girardeau selected by the City Council. Members serve a three-year term.

GENERAL DIRECTION

Unless directed otherwise, two appointments to the Tree Board for terms expiring February 1, 2028, will appear on a future agenda for consideration.

ATTACHMENTS:	
Name:	Description:
Godwin_Holly.05-13-24.pdf	Godwin, Holly.05-13-24



ADVISORY BOARD APPLICATION
CITY of CAPE GIRARDEAU
 44 N Lorimier, Cape Girardeau, MO 63701 573-339-6320

INTERNAL USE ONLY
Board: _____
Date Appointed: _____

Name Holly Godwin		Primary Phone 573-587-0308
Address 1538 Grandview Dr.		Secondary Phone
City, State Zip Cape Girardeau, MO	Ward: Ward 5	Number of Years as a City of Cape Girardeau Resident 26
E-Mail Address holly.godwin@rlci.com		
Current Employer and Position Red Letter Communications - Resource Coordinator		

Number in priority order the Board(s) you are interested in serving on.

- | | | | |
|---------|--|---|---|
| * _____ | Airport Advisory Board | 1 | Parks & Recreation Advisory Board |
| * _____ | Board of Adjustment | * | Planning & Zoning Commission |
| * _____ | Board of Appeals | 2 | Public Library Board |
| * _____ | Convention & Visitors Bureau Executive Board | * | River Campus Board of Managers |
| * _____ | Golf Course Advisory Board | * | Show Me Center Board of Managers |
| * _____ | Historic Preservation Commission | * | Special Business District Advisory Commission |
| * _____ | Liquor License Review Board | * | Tree Board |
| | | 3 | Transportation Trust Fund Committee |

Special Qualifications for Specific Board(s) (Include Past Board Service):
 Citizen Academy Graduate : Yes No
 Citizen Police Academy Graduate Yes No

****I would be open to serving on any boards with vacancies. I would like to be more involved with the city.

State Why You Are Interested in Serving on The Board(s):

I would like to be more involved with the city and work towards helping our city improve and grow.

Educational Background and Experience:

I have a Bachelors of Science in Communication Disorders. I am one paper away from my Masters in Public Administration.

Community Activities:

I have served on the Board of Directors for the Humane Society of Southeast Missouri (now SEMO Pets) and for the Happy Slapowitz's Toy Bash. I am an active volunteer with multiple animal welfare organizations and with the Special Olympics of Southeast Missouri.

See regular meeting times on second page.

Would you like to receive news from the City via e-mail/blog? Yes No

I hereby certify that all statements in this application are true. If appointed, I agree to serve and attend meetings regularly. I understand and agree that absence from three (3) consecutive meetings or four (4) absences in any twelve (12) consecutive months will result in my position being deemed vacant. I will immediately notify the City Clerk's Office if my residential address changes.

Signed: ://electronically Date Submitted: 05/13/2024

Board Member Applications are valid for one year from the date signed. Date Renewed: _____

RETURN APPLICATION TO:

City Clerk's Office, 44 N. Lorimier, Cape Girardeau, MO 63701

E-mail to cityclerk@cityofcape.org